CA028

AGENCY'S FIVE YEAR & ANNUAL PLAN

FY 2010 THROUGH 2014

FYB: JANUARY 1, 2010

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: Housing Authority of Fresno County PHA Code: CA028

PHA Type: ☐ Small X High Performing ☐ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): 01/01/2010

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: 964 Number of HCV units: 5587

3.0 Submission Type

X 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

The Housing Authority of the County of Fresno (HACF) is committed to building stronger communities by providing quality housing and empowerment opportunities to eligible families in partnership with community resource providers.

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.

This Annual Plan addresses those policies and procedures for the Low Income Public Housing (LIPH) and Housing Choice Voucher (HCV) programs that have been modified as a result of QHWRA. The most significant items addressed in the FY 2010 Annual Plan are 1) the feasibility of converting its low-income public housing to mixed-financed development; 2) the Agency's goal of increasing the number of affordable housing units; 3) the Agency's efforts to continue to provide affordable housing for low and very low-income families despite the budget constraints.

The Housing Authority also continues to promote self-sufficiency among public and assisted households. The FSS program and the Housing Authority aggressively promote homeownership as a means to achieve long term economic stability. Families receive intensive group and one-on-one housing counseling, including credit education, budgeting, and financial literacy.

Capital Funds allocated through the special Recovery Act formula will be utilized to leverage additional public and private funds for the complete modernization of an existing public housing community and the construction of new public housing units in an area where the demand for rental housing is high. A comprehensive capital needs assessment of all PHA properties has been performed in order to confirm that all capital funding will be directed to maintain safe and attractive conditions within existing communities, to minimize any vacancies associated with obsolescence and to maximize leveraging opportunities.

Should the Housing Authority choose to demolish units, the use of Replacement Housing Factor funds would be considered in a variety of developments within the County of Fresno. An approved plan for use of these funds will be required by the US Department of Housing and Urban Development (HUD) prior to use in specific projects. Individual plans submitted to HUD will be available to the public upon request.

PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

The following PHA Plan elements have been updated to include updated information:

1. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures:

- For both LIPH or HCV program previous outstanding debts incurred by all adult members of an applicant household to this HA or any housing authority resulting from a previous tenancy must be paid prior to admission.
- Updated the Program Integrity Policy and Procedures for HCV and Public Housing related to a repayment agreement; the family will be required to pay an initial 25% lump sum with the remaining balance to be paid in equal payments over a period not to exceed 12 months
- Public Housing will grant an extension of 10 calendar days for families to submit evidence of eligible immigrant status.
- The HACF in its sole discretion may reinstate the tenancy of a family 120 days after move-out from a Public Housing Unit. The resident must have been in good standing with the HA. Good standing means the resident has demonstrated prompt rent paying habits; the resident demonstrated and maintained adequate housekeeping standards; the resident has a good overall record since living in public housing.
- HCV will eliminate the local preference for *Single persons who are elderly, disabled or displaced over other single person; replace with a local preference for elderly or disabled.*
- HCV will accept Displacement Referrals from Governmental Entities, subject to approval of the Executive Director or his designee.
- HCV is implementing one additional category to the 80% of median income rule: "As a local policy, the HA will permit admission of low-income families who meet the requirements specified in Chapter 3 of the Admin Plan, "Referrals from Law Enforcement Agencies", and "Displacement Referrals from Government Entities."
- HCV determining Voucher Size the following verbiage as been deleted: The head of household (with spouse or co-head, if any) will be allocated a separate bedroom from other household members.
- HCV New Family and Household Members Requiring Approval: the HA will not approve the addition of a new family member unless that person is a parent, child, grandparent, grandchild, sister or brother of any family member. The HA will not approve the addition of a new family member or household member unless the individual meets all eligibility requirements for admission.

2. Financial Resources:

The FHA anticipates the following financial resources to be available for the support of LIPH and HCV programs administered by the FHA: Public Housing Operating Fund, Public Housing Capital Fund, Public Housing Dwelling Rental Income, and Annual Contributions for HCV.

6.0

CA028 Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2010 grants)**		
a) Public Housing Operating Fund	2,395,674	
b) Public Housing Capital Fund	2,131,743	
c) Public Housing Capital Fund Recovery Grant	2,698,365	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	33,819,306	
f) Resident Opportunity and Self-Sufficiency Grants	350,000	
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)		
HMIS Grant		HMIS
HCV FSS Coordinator	302,982	Promote Self-Sufficiency/Homeownership
Public Housing FSS Coordinator		Promote Self-Sufficiency
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	3,289,331	Public Housing Operations
4. Other income (list below)		
Interest		Public Housing Operations
Housing Counseling Agency **Shelter Plus Care 1** **Shelter Plus Care 2** **Shelter Plus Care 3**		
4. Non-federal sources (list below)		
Total resources	44,987,401	

3. Grievance Procedures:

- The cost for the document reproduction will be .50 cent for the first page and .30 cent per page thereafter. Research time is to be compensated at $20 per hour or $5 per quarter hour or fraction thereof.

4. Safety and Crime Prevention:

- Public Housing has added verbiage to the ACOP; Banning Policies and Procedures; Curfew and Loitering Policies and Procedures;
- The HA has contracted with the local law enforcement agencies within its jurisdictions for additional Security and Protection Services for Public Housing;
- The HA has revised the Administrative Plan and ACOP to include criminal background checks on all adult household member residing in public housing and housing choice voucher program will be conducted;
- The HACF participates in *National Night Out*, a unique crime/drug prevention event which helps to strengthen neighborhood spirit and police-community partnerships in an enjoyable way, promoting police-community partnerships in the fight for greater safety; and
- The HACF has contracted with the Boy & Girls Club with specific Goals and Objectives described below:

APPENDIX A

ACTIVITY: 1. SUBSTANCE ABUSE

Goals	• Increased understanding of drugs and drug abuse.
Objective	• 40 kids (5 classes x 8 kids) per club

All sites hold prevention classes. The classes are small groups and cover a variety of subjects from drugs, resistance skills, peer influences, puberty, making smart decisions, consequences, and healthy choices to live a healthy life. The ages have ranged from 6 to 15. We find most of our middle school members begin to face difficult situations during this time in their life. Coming to the Club helps youth talk openly about what's happening with them and their friends. They constantly need guidance and someone to talk to. **Quarterly Status Reports, due March 1, June 1, September 1 and December 1, 2009, to provide**:

- Actual number of classes held at each site per quarter
- Number of youth attending each class
- Pre-test and Post test scores for youth attending
- Number of certificates of completion awarded.

ACTIVITIY: 2. OTHER EDUCATION

Goals	• Improved academic performance
Objective	• 360 hours (10 kids x 36 hours – meet once a week) per club • Total of 2,520 hours per year

Clubs offer tutoring and homework help to all members, but track 10 youth in who come in on a regular basis to do their homework. The Clubs play a major role in helping youth be successful in school. **Quarterly Status Reports due March 1, June 1, September 1 and December 1, 2009, to provide:**

- Youth G.P.A. at start of tutoring
- G.P.A. at end of tutoring
- Overall quarterly percentage of increase/decrease as a result of tutoring.

6.0

6.0

ACTIVITIY: 3. RECREATIONAL/CULTURAL ACTIVITIES

Goals	• Improved interactions with others. • Increased understanding of their culture and others
Objective	• To provide 450 hours of recreational activities in the City

The Boys & Girls Club shall present a list of Cultural and Recreational Activities to the Housing Authority.

ACTIVITIY: 4. EMPLOYMENT READINESS / JOB PLACEMENT

Goals	• Preparing youth for the work force and their careers. • Increasing number of youth enter college.
Objective	• To train 10 teens for Youth Mentor Program through Job Ready. • Teach 10 Torch Club members components of Job Ready. • Assist Housing Authority youth with resume and computer skill building.

July – Work Experience	Exhibiting Good Interpersonal Skills
August – Work Experience	Demonstrating a Positive Attitude and Behaviors

The Boys & Girls Clubs work with the Housing Authority in work placement during the summer. The youth went through training at the beginning of the year to be ready for summer jobs. Youth work during the months of June through August. The staff hired 10 youth during the summer season of 2008.

ACTIVITY: 5. COMMUNITY ORGANIZING / MOBILIZATION

Goals	• The community becomes more involved in taking responsibility for the development of their children. • Residents influence other residents in volunteering. • The community learns how to access local resources.
Objective	• To have 461 hours of volunteer hours by 63 volunteers.

Quarterly Status Report due March 1, June 1, September 1 and December 1, 2009, to provide:

- Actual number of resident volunteers per quarter
- Actual community involvement projects of which residents participated.

b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan.

- Main administrative office of the FHA located at:
  1331 FULTON MALL, FRESNO, CA Telephone (559) 443-8400
- FHA development management offices located at:
  1) 937 Klette, Fresno, CA Telephone (559) 457-4175)
  2) 1030 Parlier Avenue, Parlier CA Telephone (559) 457-4125 or (559) 646-2778
  3) 1625 Allardt Drive, Firebaugh CA Telephone (559) 457-4100 or (559) 653-3084
- The FHA official Website: www.hafresno.org

7.0

Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

7a. Hope VI or Mix Finance Modernization or Development

The HA anticipates a new mixed finance units in the City of Kerman

7b. Demolition and/or Disposition

Demolition/Disposition Activity Description
1a. Development name: Pinedale Complex 1b. Development (project) number: CA028000001
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (07/01/09)
5. Number of units affected: 184 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2009 b. Projected end date of activity: 2013

7c. Conversion of Public Housing NONE

7d. Homeownership

- The HA has established a minimum homeowner down payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- The HA has partnered with Citibank since 2005 and Valley Wide Mortgage since 2007.

7e. Project based Vouchers NONE

8.0

Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.

8.1

Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.

Attachment "A" – Capital Fund Program Annual Statement/Performance and Evaluation Report HUD-50075.1

8.2

Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, 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.

Attachment "B" – Capital Fund Program Five Year Action Plan HUD-50075.2

8.3

Capital Fund Financing Program (CFFP).
☐ 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.

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.

The Consolidated Plan of the jurisdiction supports the HA Plan with the following actions and commitments: 1) Expand the supply of assisted housing. 2) Improve the quality of assisted housing. 3) Increase assisted housing choices. 4) Provide and improved living environment. 5) Ensure equal opportunity and affirmative further fair housing.

Waiting List

Housing Needs of Families on the CA028 Public Housing Waiting Lists			
	# of families	% of total families	Annual Turnover
Waiting list total	10404		
Extremely low income <=30% AMI	9657	92.82	
Very low income (>30% but <=50% AMI)	597	5.74	
Low income (>50% but <80% AMI)	100	.96	
Families with children	7515	72.23	
Elderly families	79	.76	
Families with Disabilities	2235	21.48	
Black / African American	4025	38.69	
Asian	345	3.32	
White	5499	52.85	
Native Hawaiian / Other Pacific Islander	59	.57	
American Indian / Alaskan Native	940	9.03	
Characteristics by Bedroom Size (Public Housing Only)		*note 324/3.11% (unknown br size)	
1BR	2956	28.41	
2 BR	3809	36.61	
3 BR	2422	23.28	
4 BR	690	6.63	
5 BR	163	1.57	
5+ BR	33	.32	

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

HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)?

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

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

9.0

Housing Needs of Families on the CA028 Housing Choice Voucher Waiting Lists			
	# of families	% of total families	Annual Turnover
Waiting list total	9764		
Extremely low income <=30% AMI	9327	96%	
Very low income (>30% but <=50% AMI)	373	4%	
Low income (>50% but <80% AMI)	52	.53%	
Families with children	8202(Families)	84%	
Elderly families	45	.46%	
Families with Disabilities	844	9%	
Black / African American	2682	27%	
Asian	755	8%	
White	5182	53%	
Native Hawaiian / Other Pacific Islander	18	.18%	
American Indian / Alaskan Native	262	3%	
Characteristics by Bedroom Size (Public Housing Only)	(does not use bedroom size)		
1BR	N/A		
2 BR	N/A		
3 BR	N/A		
4 BR	N/A		
5 BR	N/A		
5+ BR	N/A		

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

HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 11 MONTHS AS OF 7-15-09

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

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

9.1	**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.** • Construction of new public housing units utilizing the Capital Fund Recovery Grant; • Reduce turnover time for vacated public housing units; • Seek replacement of public housing units lost to the inventory through mixed finance development; • Participate in the Consolidated Plan development process to ensure coordination with broader community strategies; • Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction. • Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (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. Federal laws establish the rent structure of the housing programs administered by the Housing Authority and require that family income be verified annually. Federal Regulations also impact the selection of program participants, occupancy, lease and grievance procedures. The Housing Authority has reviewed and updated its policies and procedures. The Housing Authority continues to promote self-sufficiency among public and assisted household; serving approximately 285 families in the County of Fresno. The FSS program and the Housing Authority aggressively promote homeownership as a means to achieve long term economic stability. Families receive intensive group and one-on-one housing counseling, including credit education, budgeting, and financial literacy. In addition, the FHA Housing Counseling Agency provides a sixteen (16) hour Homebuyer Education and Counseling program (HEC). The certification from HEC is used to qualify first time homebuyers for many down payment assistance grants. Capital Funds allocated through the special Recovery Act formula will be utilized to leverage additional public and private funds for the complete modernization of an existing public housing community and construction of new public housing units in an area where the demand for rental housing is high. A comprehensive capital needs assessment of all PHA properties has been performed in order to confirm that all capital funding will be directed to maintain safe and attractive conditions within existing communities, to minimize any vacancies associated with obsolescence and to maximize leveraging opportunities. Should the Housing Authority choose to demolish units, use of Replacement Housing Factor funds would be considered in a variety of developments within the County of Fresno. An approved plan for use of these funds will be required by the US Department of Housing and Urban Development (HUD) prior to use in specific projects. Individual plans submitted to HUD will be available to the public upon request. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" <u>Definition of Substantial Deviations and Significant Amendments</u> As mandated by the U.S. Department of Housing and Urban Development, the Housing Authority must define "What is a substantial change to the Agency Plan?" If a proposed change to the Agency Plan is considered a "substantial change," it must undergo a public process that includes: consultation with the Resident Advisory Board, a public comment period, public notification of where and how the proposed change can be reviewed and approved by the Housing Authority Boards of Commissioners. Therefore, the Housing Authority defines significant changes to the Agency Plan to be: • Changes to tenant/resident admissions policies; • Changes to the Housing Choice Voucher and Low Income Public Housing termination policy; • Changes to the tenant/resident screening policy; • Changes to public housing rent policies; • Changes to the organization of the waiting list; • Changes in the use of replacement reserve funds under the Capital Fund Grant; • Changes in regards to demolition, disposition, designation, or conversion activities. An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements; such changes will not be considered significant amendments by HUD.

11.0	**Required Submission for HUD Field Office Review**. 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. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) Attachment C (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) Attachment C (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) Attachment C (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) Attachment C (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) Attachment C (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. Attachment C (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) Attachment A (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only) Attachment B

CA028

ATTACHMENT A

SECTION 8.1

CAPITAL FUND PROGRAM
ANNUAL STATEMENT/PERFORMANCE AND EVALUATION REPORT
(FORM HUD-50075.1)

CA39P02850106
CA39P02850107
CA39P02850108
CA39S02850109
CA39P028501-10

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850106 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2006** **FFY of Grant Approval: 2006**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/2009** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	312,522.52		312,522.52	50,716.86
3	1408 Management Improvements	306,862.44		306,862.44	306,862.44
4	1410 Administration (may not exceed 10% of line 21)	109,768.37		109,768.37	109,768.37
5	1411 Audit	2,999.97		2,999.97	2,999.97
6	1415 Liquidated Damages	0.00		0.00	0.00
7	1430 Fees and Costs	17,071.40		17,071.40	17,071.40
8	1440 Site Acquisition	0.00		0.00	0.00
9	1450 Site Improvement	160,947.54		160,947.54	160,947.54
10	1460 Dwelling Structures	1,354,699.73		1,354,699.73	1,354,699.73
11	1465.1 Dwelling Equipment—Nonexpendable	0.00		0.00	0.00
12	1470 Non-dwelling Structures	0.00		0.00	0.00
13	1475 Non-dwelling Equipment	14,238.88		14,238.88	14,238.88
14	1485 Demolition	0.00		0.00	0.00
15	1492 Moving to Work Demonstration	0.00		0.00	0.00
16	1495.1 Relocation Costs	22,265.15		22,265.15	22,265.15
17	1499 Development Activities [4]	0.00		0.00	0.00

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Fresno County	Grant Type and Number Capital Fund Program Grant No: CA39P02850106 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2006 FFY of Grant Approval: 2006

Type of Grant

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)

☒ Performance and Evaluation Report for Period Ending: 06/30/2009 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0.00		0.00	0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0.00		0.00	0.00
19	1502 Contingency (may not exceed 8% of line 20)	0.00		0.00	0.00
20	Amount of Annual Grant:: (sum of lines 2 - 19)	2,301,376.00		2,301,376.00	2,039,570.34
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs	298,080.69		298,080.69	298,080.69
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director Date 8/4/09 **Signature of Public Housing Director** Date 8/5/09

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850106 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2006**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
HA-Wide	Security, Youth Mentor, Software	1408		306,862.44		306,862.44	306,862.44	
Mgmt. Improvements								
HA-Wide	Salaries, Benefits, Legal, Travel, Sundry	1410		109,768.37		109,768.37	109,768.37	
Administration								
HA-Wide	A&E Fees, Consultants, Permits	1430		17,071.40		17,071.40	17,071.40	
Fees and Costs								
HA-Wide Equipment	Computer Equipment	1475		14,238.88		14,238.88	14,238.88	
CA028000001	Site improvements	1450		7,676.00		7,676.00	7,676.00	
Pinedale Complex								
CA028000002	Site improvements, parking lots	1450		33,582.49		33,582.49	33,582.49	
Sanger Elderly/	Roofing, painting, mechanical	1460		141,962.37		141,962.37	141,962.37	
Wedgewood								
	Total CA028000002 Sanger Elderly			175,544.86		175,544.86	175,544.86	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850106 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2006**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
CA028000003	Site improvements, parking lots	1450		118,430		118,430	118,430	
Parlier Complex	Dwelling structures, painting, doors,	1460		994,648.75		994,648.75	994,648.75	
	mechanical, countertops, bathrooms,							
	kitchens, floors							
	Relocation	1495.1		22,265.15		22,265.15	22,265.15	
	Total CA028000003 Parlier Complex			1,135,343.90		1,135,343.90	1,135,343.90	
CA028000004	Wall heaters	1460		93,505.38		93,505.38	93,505.38	
Mendoza Terrace								
CA028000005	Site improvements	1450		1,259.05		1,259.05	1,259.05	
Mendota Scattered	Wall heaters	1460		124,583.23		124,583.23	124,583.23	
	Total CA028000005 Mendota Scattered			125,842.28		125,842.28	125,842.28	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of Fresno County

Federal FFY of Grant: 2006

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Mgmts. Improvements	07/18/2008		07/18/2010		
CA028000001	07/18/2008		07/18/2010		
Pinedale Complex					
CA028000002	07/18/2008		07/18/2010		
Sanger Elderly/Wedgewood					
CA028000003	07/18/2008		07/18/2010		
Parlier Complex					
CA028000004	07/18/2008		07/18/2010		
Mendoza Terrace-Firebaugh					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the Fresno County

Federal FFY of Grant: 2006

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
CA028000005	07/18/2008		07/18/2010		
Mendota Scattered					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850107 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2007** **FFY of Grant Approval: 2007**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/2009** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	399,158.82	398,932.69	398,932.69	5,179.92
3	1408 Management Improvements	316,286.39	316,286.39	274,286.39	79,823.75
4	1410 Administration (may not exceed 10% of line 21)	3,617.21	3,670.60	3,670.60	3,670.60
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	72.34	72.34	72.34	72.34
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	184,180.00	184,180.00	184,180.00	0.00
10	1460 Dwelling Structures	1,224,288.00	1,224,288.00	1,224,288.00	32,534.30
11	1465.1 Dwelling Equipment—Nonexpendable	806.57	806.57	806.57	806.57
12	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00
13	1475 Non-dwelling Equipment	0.00	172.74	172.74	172.74
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
16	1495.1 Relocation Costs	51,228.67	51,228.67	51,228.67	6,539.49
17	1499 Development Activities [4]	0.00	0.00	0.00	0.00

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Fresno County	Grant Type and Number Capital Fund Program Grant No: CA39P02850107 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2007 FFY of Grant Approval: 2007

Type of Grant

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)

☒ Performance and Evaluation Report for Period Ending: 06/30/2009 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0.00	0.00	0.00	0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0.00	0.00	0.00	0.00
19	1502 Contingency (may not exceed 8% of line 20)	0.00	0.00	0.00	0.00
20	Amount of Annual Grant:: (sum of lines 2 - 19)	2,179,638.00	2,179,638.00	2,137,638.00	128,799.71
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs	316,286.39	316,286.39	274,286.39	79,823.75
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	Date	Signature of Public Housing Director	Date
	9/4/09		8/5/09

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850107 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
Mgmt. Improvements								
CA028000001	Security, Youth Mentor, Software	1408		101,781.34		95,781.34	27,989.24	
CA028000002	Security, Youth Mentor, Software			34,341.25		22,341.25	10,341.25	
CA028000003	Security, Youth Mentor, Software			82,716.93		76,716.93	19,867.59	
CA028000004	Security, Youth Mentor, Software			38,294.34		32,294.34	8,379.70	
CA028000005	Security, Youth Mentor, Software			53,152.53		47,152.53	13,245.97	
CA028000006	Security, Youth Mentor, Software			6,000.00		0.00	0.00	
	Total Management Improvements			**316,286.39**		**274,286.39**	**79,823.75**	
Administration								
CA028000001	Travel, Sundry	1410		1,387.48	1,387.48	1,387.48	1,387.48	
CA028000003	Travel, Sundry			1,002.60	1,002.60	1,002.60	1,002.60	
CA028000004	Travel, Sundry			352.38	352.38	352.38	352.38	
CA028000005	Travel, Sundry			874.75	928.14	928.14	928.14	
	Total Administration			**3,617.21**	**3,670.60**	**3,670.60**	**3,670.60**	
Fees & Costs								
CA028000001	A&E Costs, Permits	1430		19.69		19.69	19.69	
CA028000003	A&E Costs, Permits			17.55		17.55	17.55	
CA028000004	A&E Costs, Permits			1.08		1.08	1.08	
CA028000005	A&E Costs, Permits			34.02		34.02	34.02	
	Total Fees & Costs			**72.34**		**72.34**	**72.34**	
CA028000005	Office Equipment	1475		0.00	172.74	172.74	172.74	
Mendota Scattered								

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850107 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
CA028000001	Site improvements, tree trimming, valves	1450		65,200.00		65,200.00	0.00	
Pinedale Complex	Dwelling structures, painting, roofing,	1460		383,150.00		383,150.00	0.00	
	Kitchen & bathroom modernization							
	Appliances	1465.1		806.57		806.57	806.57	
	Total CA028000001 Pinedale Complex			**449,156.57**		**449,156.57**	**806.57**	
CA028000002	Site improvements, trees, asphalt	1450		14,954.00		14,954.00	0.00	
Sanger Elderly								
	Total CA028000002 Sanger Elderly			**14,954.00**		**14,954.00**	**0.00**	
CA028000003	Site improvements, trees, valves, concrete	1450		39,635.00		39,635.00	0.00	
Parlier Complex	Dwelling structures, coolers, painting,	1460		429,347.00		429,347.00	26,881.40	
	Kitchens, bathrooms, flooring, asbestos							
	Relocation	1495.1		51,228.67		51,228.67	6,539.49	
	Total CA028000003 Parlier Complex			**520,210.67**		**520,210.67**	**33,420.89**	
CA028000004	Site improvements, asphalt, concrete	1450		64,391.00		64,391.00	0.00	
Mendoza Terrace	Dwelling structures, kitchens, bathrooms,	1460		411,791.00		411,791.00	5,652.90	
	Painting, coolers							
	Total CA028000004 Mendoza Terrace			**476,182.00**		**476,182.00**	**5,652.90**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of Fresno County

Federal FFY of Grant: 2007

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Mgmt. Improvements	09/12/2009		09/12/2011		
CA028000001	09/12/2009		09/12/2011		
Pinedale Complex					
CA028000002	09/12/2009		09/12/2011		
Sanger Elderly/Wedgewood					
CA028000003	09/12/2009		09/12/2011		
Parlier Complex					
CA028000004	09/12/2009		09/12/2011		
Mendoza Terrace-Firebaugh					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850108 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2008** **FFY of Grant Approval: 2008**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/2009** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	426,348.60		426,348.60	171.99
3	1408 Management Improvements	426,348.60		860.00	360.00
4	1410 Administration (may not exceed 10% of line 21)	51,772.59		200.51	200.51
5	1411 Audit	3,000.00		0.00	0.00
6	1415 Liquidated Damages	0.00		0.00	0.00
7	1430 Fees and Costs	15,000.00		0.00	0.00
8	1440 Site Acquisition	0.00		0.00	0.00
9	1450 Site Improvement	75,600.00		75,600.00	0.00
10	1460 Dwelling Structures	721,591.83		719,440.00	12,996.01
11	1465.1 Dwelling Equipment—Nonexpendable	412,081.38		412,081.38	0.00
12	1470 Non-dwelling Structures	0.00		0.00	0.00
13	1475 Non-dwelling Equipment	0.00		0.00	0.00
14	1485 Demolition	0.00		0.00	0.00
15	1492 Moving to Work Demonstration	0.00		0.00	0.00
16	1495.1 Relocation Costs	0.00		0.00	0.00
17	1499 Development Activities [4]	0.00		0.00	0.00

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Fresno County	Grant Type and Number Capital Fund Program Grant No: CA39P02850108 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2008 FFY of Grant Approval: 2008

Type of Grant

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)

☒ Performance and Evaluation Report for Period Ending: 06/30/2009 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0.00		0.00	0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0.00		0.00	0.00
19	1502 Contingency (may not exceed 8% of line 20)	0.00		0.00	0.00
20	Amount of Annual Grant:: (sum of lines 2 - 19)	2,131,743.00		1,634,530.49	13,728.51
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs	426,348.60		860.00	360.00
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	Date	Signature of Public Housing Director	Date
	8/4/09		8/5/09

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850108 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
Mgmt. Improvements								
CA028000001	Security, Youth Mentor, Software	1408		71,058.10		0.00	0.00	
CA028000002	Security, Youth Mentor, Software			71,058.10		0.00	0.00	
CA028000003	Security, Youth Mentor, Software			71,058.10		0.00	0.00	
CA028000004	Security, Youth Mentor, Software			71,058.10		500.00	0.00	
CA028000005	Security, Youth Mentor, Software			71,058.10		0.00	0.00	
CA028000006	Security, Youth Mentor, Software			71,058.10		360.00	360.00	
	Total Management Improvements			**426,348.60**		**860.00**	**360.00**	
Administration								
CA028000001	Travel, Training, Sundry	1410		8,628.76		78.50	78.50	
CA028000002	Travel, Training, Sundry			8,628.76		82.76	82.76	
CA028000003	Travel, Training, Sundry			8,628.76		0.00	0.00	
CA028000004	Travel, Training, Sundry			8,628.77		0.00	0.00	
CA028000005	Travel, Training, Sundry			8,628.77		39.25	39.25	
CA028000006	Travel, Training, Sundry			8,628.77		0.00	0.00	
	Total Administration			**51,772.59**		**200.51**	**200.51**	
Audit Costs								
CA028000001	Audit Costs	1411		500.00		0.00	0.00	
CA028000002	Audit Costs			500.00		0.00	0.00	
CA028000003	Audit Costs			500.00		0.00	0.00	
CA028000004	Audit Costs			500.00		0.00	0.00	
CA028000005	Audit Costs			500.00		0.00	0.00	
CA028000006	Audit Costs			500.00		0.00	0.00	
	Total Audit Costs			**3,000.00**		**0.00**	**0.00**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850108 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
Fees & Costs								
CA028000001	A&E Fees, Consultants, Permits	1430		2,500.00		0.00	0.00	
CA028000002	A&E Fees, Consultants, Permits			2,500.00		0.00	0.00	
CA028000003	A&E Fees, Consultants, Permits			2,500.00		0.00	0.00	
CA028000004	A&E Fees, Consultants, Permits			2,500.00		0.00	0.00	
CA028000005	A&E Fees, Consultants, Permits			2,500.00		0.00	0.00	
CA028000006	A&E Fees, Consultants, Permits			2,500.00		0.00	0.00	
	Total Fees & Costs			**15,000.00**		**0.00**	**0.00**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850108 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
CA028000001	Dwelling equipment	1465.1		106,350.00		106,350.00	0.00	
Pinedale Complex								
	Total CA028000001 Pinedale Complex			**106,350.00**		**106,350.00**	**0.00**	
CA028000002	Dwelling structures, kitchens, plumbing,	1460		458,400.00		458,400.00	0.00	
Sanger Elderly	Doors, laundry rooms, bathrooms, flooring,							
	Coolers, heaters, stucco							
	Dwelling equipment	1465.1		121,085.75		121,085.75	0.00	
	Total CA028000002 Sanger Elderly			**579,485.75**		**579,485.75**	**0.00**	
CA028000003	Dwelling structures	1460		14,440.00		14,440.00	12,996.01	
Parlier Complex	Dwelling equipment	1465.1		138,645.63		138,645.63	0.00	
	Total CA028000003 Parlier Complex			**153,085.63**		**153,085.63**	**12,996.01**	
CA028000004	Water heater installation	1460		2,151.83		0.00	0.00	
Mendoza Terrace	Dwelling equipment	1465.1		27,510.00		27,510.00	0.00	
	Total CA028000004 Mendoza Terrace			**29,661.83**		**27,510.00**	**0.00**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39P02850108 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
CA028000005	Site improvements, irrigation, fencing,	1450		75,600.00		75,600.00	0.00	
Mendota Scattered	Trash enclosures							
	Dwelling structures, doors	1460		246,600.00		246,600.00	0.00	
	Dwelling equipment	1465.1		18,490.00		18,490.00	0.00	
	Total CA028000005 Mendota Scattered			**340,690.00**		**340,690.00**	**0.00**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of Fresno County

Federal FFY of Grant: 2008

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Mgmt. Improvements	06/12/2010		06/12/2012		
CA028000001	06/12/2010		06/12/2012		
Pinedale Complex					
CA028000002	06/12/2010		06/12/2012		
Sanger Elderly					
CA028000003	06/12/2010		06/12/2012		
Parlier Complex					
CA028000004	06/12/2010		06/12/2012		
Mendoza Terrace					
CA028000005	06/12/2010		06/12/2012		
Mendota Scattered					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39S02850109 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval: 2009**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/2009** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	$269,837	$269,837	$0	$0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$269,837	$269,837	$0	$0
8	1440 Site Acquisition	$0	$1	$0	$0
9	1450 Site Improvement	$539,674	$539,674	$0	$0
10	1460 Dwelling Structures	$1,079,346	$429,345	$0	$0
11	1465.1 Dwelling Equipment—Nonexpendable	$80,000	$80,000	$0	$0
12	1470 Non-dwelling Structures	$324,755	$224,755	$0	$0
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	$134,916	$134,916	$0	$0
17	1499 Development Activities [4]	$0	$750,000	$0	$0

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39S02850109 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval: 2009**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☒ **Performance and Evaluation Report for Period Ending: 06/30/2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$2,698,365	$2,698,365	$0	$0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 8/4/09	**Signature of Public Housing Director**	**Date** 8/5/09

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39S02850109 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
HA-Wide	Salaries, Benefits, Travel, Telephone,	1410		$269,837	$269,837	$0	$0	
Administration	Sundry							
HA-Wide	A&E Services, Consultants, Permits,	1430		$269,837	$269,837	$0	$0	
Fees and Costs	Inspectors							
Firebaugh Apartments	Acquisition of existing units in	1440	34	$0	$1	$0	$0	
Development Number	Firebaugh							
Not Yet Assigned								
CA028000001	Site improvements, exterior lighting,	1450	40	$539,674	$539,674	$0	$0	
Pinedale Complex	Underground utilities							
	Complete unit modernization to	1460	40	$1,079,346	$429,345	$0	$0	
	Include kitchens, bathrooms, laundry							
	Room additions, windows, blinds,							
	504 compliance, painting, flooring,							
	HVAC units, exterior doors and energy							
	upgrades							
	Dwelling equipment	1465.1	80	$80,000	$80,000	$0	$0	
	Addition of community building	1470	1	$324,755	$224,755	$0	$0	
	Relocation costs	1495.1		$134,916	$134,916	$0	$0	
	Total CA028000001			**$2,158,691**	**$1,408,690**	**$0**	**$0**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of Fresno County	**Grant Type and Number** Capital Fund Program Grant No: CA39S02850109 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
Kerman Acre	Construction of new public housing	1499	5	$0	$750,000	$0	$0	
Development Number	Units in Kerman							
Not Yet Assigned								

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of Fresno County

Federal FFY of Grant: 2009

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
HA-Wide Administration	03/17/2010		03/17/2012		
HA-Wide Fees and Costs	03/17/2010		03/17/2012		
CA028000001 Pinedale	03/17/2010		03/17/2012		
Kerman Acre	03/17/2010		03/17/2012		
Firebaugh Apartments	03/17/2010		03/17/2012		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the County of Fresno	**Grant Type and Number** Capital Fund Program Grant No: CA39P028501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2010** **FFY of Grant Approval: 2010**

Type of Grant
☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost** [1]	
		Original	**Revised**[2]	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	435,927			
3	1408 Management Improvements	350,000			
4	1410 Administration (may not exceed 10% of line 21)	148,785			
5	1411 Audit	3,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	15,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	55,500			
10	1460 Dwelling Structures	406,215			
11	1465.1 Dwelling Equipment—Nonexpendable	15,000			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	50,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the County of Fresno	**Grant Type and Number** Capital Fund Program Grant No: CA39P028501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2010** **FFY of Grant Approval: 2010**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	700,211			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	2,179,638			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs	325,000			
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director Date 8/4/09 **Signature of Public Housing Director** Date 8/5/09

[1] To be completed for the Performance and Evaluation Report
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Housing Authority of the County of Fresno	**Grant Type and Number** Capital Fund Program Grant No: CA39P028501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
HA-Wide	Drug abatement, software, youth mentor	1408		350,000				
Mgmt. Improvements								
HA-Wide	Salaries, benefits, travel, sundry	1410		148,785				
Administration								
HA-Wide	A&E services, consultants, permits	1430		15,000				
Fees and Costs								
HA-Wide	Office and computer equipment	1475		50,000				
Non-Dwelling Equip.								

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of the County of Fresno	**Grant Type and Number** Capital Fund Program Grant No: CA39P028501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
CA028000003	Site improvements, grading, irrigation,	1450	20	55,500				
Parlier Complex	trees, parking lot							
	Dwelling structures, doors, fascias, eaves,	1460	50	406,215				
	kitchens, electrical, plumbing, windows,							
	roofs							
	Dwelling equipment, appliances	1465	20	15,000				
	TOTAL CA028000003 Parlier Complex			476,715				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the County of Fresno

Federal FFY of Grant: 2010

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
HA-Wide					
Management Improvement	8/31/2012		8/31/2014		
CA028000003	8/31/2012				
Parlier Complex					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

CA028

ATTACHMENT B

SECTION 8.2

CAPITAL FUND PROGRAM FIVE YEAR ACTION PLAN
(FORM HUD-50075.2)

Part I: Summary

PHA Name/Number Housing Authority of the County of Fresno			Locality (City/County & State) Fresno, California		☒**Original 5-Year Plan** ☐**Revision No:**	
A.	Development Number and Name	Work Statement for Year 1 FFY __2010__	Work Statement for Year 2 FFY _____2011_____	Work Statement for Year 3 FFY _____2012_____	Work Statement for Year 4 FFY _____2013_____	Work Statement for Year 5 FFY _____2014_____
		Annual Statement				
	CA028000001 Pinedale Complex		135,000	10,000	26,340	421,715
	CA028000002 Sanger Elderly/Wedgewood		95,000	190,000	5,000	
	CA028000003 Parlier Complex			86,715	191,875	
	CA028000004 Mendoza Terrace-Firebaugh		246,715		42,625	
	CA028000005 Mendota Scattered Sites			40,000	89,625	55,000
	CA028000006 Cazares Terrace-Huron			140,000	121,250	
B.	Physical Improvements Subtotal		476,715	476,715	476,715	476,715
C.	Management Improvements		350,000	350,000	350,000	350,000
D.	PHA-Wide Non-dwelling Structures and Equipment		50,000	50,000	50,000	50,000
E.	Administration		148,785	148,785	148,785	148,785
F.	Other		18,000	18,000	18,000	18,000
G.	Operations		435,927	435,927	435,927	435,927
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service		700,211	700,211	700,211	700,211
K.	Total CFP Funds	Annual Statement	2,179,638	2,179,638	2,179,638	2,179,638
L.	Total Non-CFP Funds					
M.	Grand Total		2,179,638	2,179,638	2,179,638	2,179,638

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2010__	Work Statement for Year ____2011____ FFY _____2011_____			Work Statement for Year: ___2011____ FFY ____2011_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See						
Annual						
Statement	**CA028000001**			**CA028000004**		
	Pinedale Complex			**Mendoza Terrace-Firebaugh**		
	Landscaping, parking lot	70	30,000	Sidewalks, trash enclosures,	70	100,000
	Roofs, doors, porches,			Landscaping, plumbing		
	Windows, siding	70	80,000			
	Appliances	40	25,000	Bathrooms, kitchens, doors,		
				Painting, windows, floors,	70	125,000
	Total CA028000001		**135,000**	Roofs, laundry rooms		
				Appliances, A/C's	30	21,715
	CA028000002					
	Sanger Elderly/Wedgewood			**Total CA028000004**		**246,715**
	Fencing, landscape	25	20,000			
	Painting, kitchens,					
	Bathrooms, floors, doors	25	75,000			
	Total CA028000002		**95,000**			
	Subtotal of Estimated Cost		**$230,000**	Subtotal of Estimated Cost		**$246,715**

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2010__	Work Statement for Year ____2012____ FFY _____2012_____			Work Statement for Year: ___2012____ FFY ____2012_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See						
Annual	**CA028000001**					
Statement	**Pinedale Complex**					
	Parking lot, irrigation	64	20,000	**CA028000005**		
				Mendota Scattered Sites		
	Total CA028000001		**20,000**	Sidewalks, trees,	28	10,000
				clotheslines		
	CA028000002			Storage rooms, laundry	28	30,000
	Sanger Elderly/Wedgewood			area, screens		
	Parking lot, sewer line	85	60,000			
	Bathrooms, kitchens	85	90,000	**Total CA028000005**		**$40,000**
	A/C's	20	40,000			
	Total CA028000002		**$190,000**	**CA028000006**		
				Cazares Terrace-Huron		
	CA028000003			Parking, trees,	20	10,000
	Parlier Complex			landscaping		
	Irrigation, trees, fencing,	30	21,715	Roofs, painting,	20	115,000
	Landscape, parking,			bathrooms, kitchens,		
	Sidewalks			stucco		
	Roofs, floors, doors,	30	60,000	Coolers	20	15,000
	Electrical, plumbing,					
	Windows			**Total CA028000006**		**$140,000**
	A/C's	30	5,000			
	Total CA028000003		**86,715**			
	Subtotal of Estimated Cost		**$296,715**	Subtotal of Estimated Cost		**$180,000**

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY __2010__	Work Statement for Year ____2013____ FFY _____2013_____		Work Statement for Year: ___2013____ FFY ____2013____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement	**CA028000001 Pinedale Complex**		**CA028000005 Mendota Scattered Sites**	
	Plumbing, trees	3,000	Irrigation, trees, parking lot, clotheslines	12,000
	Roofs, kitchens, bathrooms	23,340	Doors, floors, plumbing, porches, kitchens, window	65,625
			Appliances, water heaters	12,000
	Total CA028000001	**$26,340**		
			Total CA028000005	**89,625**
	CA028000002 Sanger Elderly/Wedgewood			
	Doors	5,000		
	Total CA028000002	**5,000**		
			CA028000006 Cazares Terrace-Huron	
	CA028000003 Parlier Complex		Parking lot, trees, landscaping	20,000
	Parking lot, fencing, trees, irrigation, landscaping	15,000	Painting, doors, cabinets, bathrooms, kitchens	96,250
	Painting, doors, kitchens, bathrooms, floors,	131,875	Appliances	5,000
	Electrical, plumbing, windows, roofs, storage rooms			
	Appliances, coolers, heaters	45,000	**Total CA028000006**	**121,250**
	Total CA028000003	**191,875**		
	CA028000004 Mendoza Terrace-Firebaugh			
	Trees	2,000		
	Driveways	25,625		
	Floors	15,000		
	Total CA028000004	**42,625**		
	Subtotal of Estimated Cost	**$265,840**	Subtotal of Estimated Cost	**$210,875**

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY __2010__	Work Statement for Year ____2014____ FFY _____2014_____		Work Statement for Year: ___2014____ FFY ____2014____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement	**CA028000001 Pinedale Complex**			
	Landscaping, irrigation, cement, plumbing,	110,000		
	Garbage enclosures, trees, fencing, underground,			
	lighting			
	Laundry rooms, doors, windows, painting, kitchens,	246,715		
	Bathrooms, floors, roofs, solar, stucco			
	A/C's	50,000		
	Playground	15,000		
	Total CA028000001	**421,715**		
	CA028000005 Mendota Scattered Sites			
	Kitchens, bathrooms, solar	50,000		
	Water heaters	5,000		
	Total CA028000005	**55,000**		
	Subtotal of Estimated Cost	**$476,715**	Subtotal of Estimated Cost	$

CA028

ATTACHMENT C

SECTION 11.0

- **Form HUD -50077 PHA Certification of Compliance with the PHA Plans and Related Regulations**
- **Form HUD – 50077-CR Civil Rights Certification**
- **Form HUD-50070 Certification for a Drug – Free Workplace**
- **Form HUD-50071, Certification of Payments to Influence Federal Transactions**
- **Form SF-LLL, Disclosure of Lobbying Activities**
- **Form HUD 50077-SL, Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan**
- **Resident Advisory Board (RAB) Comments.**

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the x *5-Year and/or* x *Annual PHA Plan for the PHA fiscal year beginning* 01/01/2010, *hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

HOUSING AUTHORITY OF FRESNO COUNTY	CA028
PHA Name	PHA Number/HA Code

__X__ 5-Year PHA Plan for Fiscal Years 20 10 - 20 14

_____ Annual PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
PRESTON PRINCE	EXECUTIVE DIRECTOR
Signature	Date
	07/31/2009

Civil Rights Certification	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **Expires 4/30/2011**

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

HOUSING AUTHORITY OF FRESNO COUNTY	CA0028
PHA Name	PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official PRESTON PRINCE	Title EXECUTIVE DIRECTOR
Signature	Date 7/31/2009

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

HOUSING AUTHORITY OF FRESNO COUNTY

Program/Activity Receiving Federal Grant Funding

LOW INCOME PUBLIC HOUSING (LIPH) AND HOUSING CHOICE VOUCHER (HCV)

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

1331 FULTON MALL FRESNO, CA 93721	937 KLETTE FRESNO, CA 93706	1030 PARLIER AVENUE PARLIER, CA 93648	1625 ALLARDT DRIVE FIREBAUGH, CA 93622

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
PRESTON PRINCE	EXECUTIVE DIRECTOR
Signature X	Date 7/31/2009

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

OMB Approval No. 2577-0157 (Exp. 3/31/2010)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

HOUSING AUTHORITY OF FRESNO COUNTY

Program/Activity Receiving Federal Grant Funding

LOW INCOME PUBLIC HOUSING (LIPH) AND HOUSING CHOICE VOUCHER (HCV)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
PRESTON PRINCE	EXECUTIVE DIRECTOR
Signature	Date (mm/dd/yyyy)
	07/31/2009

Previous edition is obsolete

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[C] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[A] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[B] a. initial filing
b. material change
For Material Change Only:
year 2009 quarter third
date of last report 2008

4. Name and Address of Reporting Entity:
[x] Prime [ ] Subawardee
Tier _____, *if known*:

HOUSING AUTHORITY OF FRESNO COUNTY
1331 FULTON MALL
FRESNO CALIFORNIA 93721

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
N/A

Congressional District, *if known*:

6. Federal Department/Agency:
U.S. Department of Housing and Urban Development (HUD)

7. Federal Program Name/Description:
N/A
CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:
N/A

9. Award Amount, *if known*:
$ N/A

10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):
N/A

b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*):
N/A

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: Preston Prince
Title: Executive Director
Telephone No.: 559-443-8400 Date: 07/31/2009

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **Expires 4/30/2011**

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, Alan Weaver the Director, Department of Public Works & Planning certify that the Five Year and Annual PHA Plan of the Housing Authority of Fresno County is consistent with the Consolidated Plan of the County of Fresno prepared pursuant to 24 CFR Part 91.

Alan Weaver 9/16/09

Signed / Dated by Appropriate State or Local Official

housing authorities
city and county of fresno california

Resident Advisory Board held on June 20, 2009 Meeting:

Meeting came to order at 10:00 a.m.

RAB Members In Attendance: Phillip R Aaron, Nioni A Baca, Ernestro G Becerra, Angelo W Burton, Claudia R Coleman, Richard Raymond Delgado, Juan C Herrera, Carol Holley, Rachel L Lewis, Elaine Mitchell, Sandra Mosley, Francis Pena, Joellen Rogers, Maxine Smethers, Francisca I Varela, Hyasha T Anderson, Jerline Bishop, Bernice Bonecher, Carolyn Clark, Brenda Davis, Anita Gastelum, Renae Willems

HA Staff in Attendance: Preston Prince, Executive Director; Eileen Neely, Director Policies & Operations; Rebecca L. Craigo, Director Housing Programs Department; Richard Atilano, Capital Projects Manager; Rita Blanco, Quality Assurance Administrator; and Roseann Dominguez, Housing Program Coordinator.

Welcome

This was an introduction meeting; roles and responsibilities were identified; topics for review in the coming weeks; timeline for preparing the 2010 Five Year & Annual Plan.

Next meeting scheduled for June 201, 2009.

Meeting adjourned at 11:45 a.m.

Resident Advisory Board June 20, 2009 Meeting:

Meeting came to order at 10:00 a.m.

RAB Members In Attendance: Phillip R Aaron, Nioni A Baca, Ernestro G Becerra, Angelo W Burton, Claudia R Coleman, Richard Raymond Delgado, Juan C Herrera, Carol Holley, Rachel L Lewis, Elaine Mitchell, Sandra Mosley, Francis Pena, Joellen Rogers, Maxine Smethers, Francisca I Varela,

HA Staff in Attendance: Rita Blanco, Joann Bliss, RoseAnn Dominguez

RAB Members Absent: Hyasha T Anderson, Jerline Bishop, Bernice Bonecher, Carolyn Clark, Brenda Davis, Anita Gastelum, Renae Willems

Welcome

Rita Blanco introduced herself as the representative for the Housing Management Division and Joann Bliss as the representative for the Assisted Housing Division. She explained what would be covered in this meeting.

Joann would review the Housing 2010 Choice Voucher Admin Plan Proposed Changes in the first hour and Rita would review the 2009 Low Income Public Housing ACOP Amendments in the second hour.

There will be meetings every Saturday: June 27th, July 11th, no meeting for July 4th, and a meeting on July 18th. At which time the discussion will cover "Capital Funds" and will be handled by Richard Atilano.

Comment: Rita was asked for the means to contact her during the week – she provided her direct telephone number of 445-8991.

Question: Would all of the information that was being covered be made available for review?

Response: Everything being covered was on the Housing Authorities website. The website address was provided to the members so that they could view the information.

Joann Bliss reviewed the 2010 City HCV Admin Plan Proposed Changes.

- **Verification of a Request for A Reasonable Accommodation**

Question: Who audits HA?

Response: It could be HUD, it could be someone that HUD asks to do the audit, someone in relation to the ADA rules, the 504 rules.

- **Applying for Assistance, Establishing a Wait List & Wait List Maintenance**
  No Comments from the RAB members.

- **Selection from the Wait List for Admission – Full Application Completion**
  No Comments from the RAB members.

- **Eligibility for Admission – Family Composition Stable Relationship**
  No Comments from the RAB members.

- **Eligibility for Admission – Family Composition Live-in aide**
  No Comments from the RAB members.

- **Verification of Social Security Numbers:** RAB members asked the following questions:

Question: How do you deal with social security ID theft?

Response: We require the applicant/resident to provide a social security number and card. If there is an issue of fraud, we will deal with that issue.

Question: What if there is no social security number?

Response: If there is no social security number, then the applicant/resident will need to certify that they do not have a number and it will be documented for the file.

Question: will they still qualify for housing?

Response: If there is no social security number because the person is a non-citizen, then we would have to pro-rate the rent. The individual would get fewer subsidies if they have certain individuals in their family composition that are not citizens.

Question: Will they still qualify?

Response: Mixed families will qualify.

- **Discussion about multi-agency informational exchange:**

Question: With all of this information being shared amongst agencies, are we getting waivers for this? Also, does any of this information get sold because there are agencies that make a living by selling information?

Response: We have agreements with other agencies, i.e. Social Security and the Dept of New Hires (federal type database and deals with individuals that are working – in case a person is working more jobs than they may be reporting.) Should any information collected be questionable, the family has an opportunity to dispute.
If one is on our programs, one must sign consent forms which would allow us to check information – if the applicant/resident doesn't want us to review their information, they don't have to be on the program – but it's a requirement to be on the program. Because of the computer matching that we participate in, it is very information that all information for each family member is provided (not just the adults).

Question: If your income goes down, do you report that?

Response: Yes.

Question: What if you get married? How soon do you have to report this?

Response: You have 10 days to report changes.

- **FSS program:**

Comment from RAB member: It was felt that it should be made clear to FSS participants that you don't get any of your earned escrow back if you fail to complete the program (which is a 5 year program).

- **General Comments made at the end of the HCV portion:**

Question: Will there be examples of situations in the policies?

Response: That is a great idea! We may possibly include an appended with commonly asked questions and scenarios.

Question: Can we get a glossary of the acronyms that are used in the material?

Response: Yes – a glossary will be provided.

Joann passed out a draft version of the proposed changes to "Limited English Proficiency (LEP) and Program Integrity chapters for RAB members to review prior to next RAB meeting.

Rita Blanco reviewed the 2009 LIPH ACOP AMENDED material.

- **Reasonable Accommodations**
  Questions and response were addressed during the HCV presentation no additional comments from RAB members.

- **Suitability Criteria**
  No comments from RAB members.

- **Plan for Unit Offers**
  No comments from RAB members.

- **Exceptions to Occupancy Standards**
  No comments from RAB members.

- **Minimum Rent, Repayment Agreement for Temporary Hardship and Lump-Sum Receipts**
  No comments from RAB members.

- **Transfer Policy**

Question: Can we transfer due to crime?

Response: Yes, if there are safety issues as outlined in the ACOP.

- **<u>The following questions came from RAB members that resided at Wedgewood Commons a LIPH housing development</u>**.

Question: Is each AMP required to have a Property Manager on site? There is an issue about not having a property manager per complex as it currently results in not having someone checking on the safety of the residents; there's a lack of adequate lighting; a lack of a social program for the residents, a safety issue at the mailbox.

Response: Each AMP is assigned a Property Manager.

Question: Can the residents put up their own lighting?

Response: No, it's best to report to the HA office for replacement of burned out lights in the common areas of the development.

RAB members were reminded to participate in the HUD Resident Surveys that go out on a yearly basis. This tool helps Administration identify the areas where staff needs improvements; customer services, safety, maintenance, neighborhood appearances.

Comment of Concern: There should be a policy to have someone on the property for better access and safety.

RAB member's Opinion: It's not really necessary to have an on-site manager, but there should be a good emergency contact number available to every resident.

RAB member's Concern: With the summer heat, what about dehydration? The community center is normally kept locked and not made available to the residents except during the holiday season. There should be an announcement made to meet to discuss dehydration.

Response: All concerns related to Wedgewood Commons will be forwarded to the District Manager, Property Manager and Ms. Craigo to discuss the safety issues for the complex.

The H/A does have a contract with the local police; they should always be the first contact any type of emergency.

- Rita issued the draft of the 2010 ACOP proposed changes for the RAB members review and will be address at the next RAB meeting.

Question: Will everything be placed on-line, such as applications, transfer requests and all forms? This is something that should be looked at.

The meeting adjourned at 12:34 p.m.

Resident Advisory Board meeting held on June 27, 2009:

Meeting came to order at 10:00 a.m.

RAB Members in Attendance: Phillip R Aaron, Ernesto G Becerra, Angelo W Burton, Claudia R Coleman, Richard Raymond Delgado, Juan C Herrera, Elaine Mitchell, Sandra Mosley, Frances Pena, Joellen Rogers, Maxine Smethers, Francisca I Varela, Otis Davis, Rita Blanco, Joann Bliss, RoseAnn Dominguez

HA Staff in Attendance: Rita Blanco, Roseann Dominguez, Fabiola De Luna, and Joann Bliss.

RAB Members Absent: Hyasha T Anderson, Nioni A Baca, Jerline Bishop, Bernice Bonecher, Carolyn Clark, Brenda Davis, Anita Gastelum, Carol Holley, Rachel L Lewis, Renae Willems

Welcome

Rita Blanco introduced Fabiola De Luna who would be speaking on the Program Integrity Chapter. Also speaking would be Joann Bliss, who would be covering the LEP Changes and then Rita would be speaking on the 2010 ACOP Changes.

Program Integrity

Fabiola stated that the main focus of the program would be fraud.

Chapter 23.1 – Criteria for Investigating Suspected Fraud/Abuse – We would instruct/education clients.

EIV is a main source for finding out about fraud. Once we determine that fraud has been committed, we will enforce the repayment of said fraud.

We can use other methods of detecting fraud, i.e. neighbors reporting possible fraud – any tips will be investigated.
Question: Will there be classes?

Response: The LIPH division already is doing some training…Fraud -> Retro Rent-> Repayment…if everyone reports possible fraud.

Question: What is the time frame for an investigation? Weeks? Months?

Response: If the fraud involves income and with the utilization of EIV, and 3rde party verification, the documents will be obtained and the investigation should be fast. The Housing Authorities will follow through now that we have a fraud division.

Question: When did this start?

Response: Basically when she (Fabiola) started work.

Question: What if you get a tip about another resident and you investigate and there was nothing wrong. Does the resident have the right to know who turned them in?

Response: If the tip was made anonymously – no.

Rita B: Our policy is to try and be fair to everyone – for there to be accountability.

Resident Response: Staff and managers will be held accountable as well as the residents?

Joann: Complaints must be verifiable. The Housing Authorities will not automatically assume that the complaint made is correct.

Question: Will anything happen to the person who makes the false accusation?

Response: We will not go to you without verifiable verification. If we do not find anything, we will not proceed.

Question: If you are a victim of mail fraud, how will you prove it?

Response: You should file a report to FTD/Police – the report will be used as verification.

Question: With all of these new integrity policies, as a tenant, will there be a fundamental hotline? Do not hear anything about protocol. How will all the residents know?

Response: Even if there was no fraud unit, you as a resident already know about reporting income.

Question: Residents need to know about the fraud unit, will we be putting this language in recertification packets? Will the HPCs notify the residents? Will flyers go out?

Question: What about illegal family members who move in and then commit an illegal activity? How will you catch these people?

Response: In the LIPH program, we have contracts with our city police departments and we are able to utilize Community Service Officers (CSO).

- **23.9 – Dispositions of Cases Involving Misrepresentations**

If a family is found to have committed income fraud with the Housing Authorities, they will be given the opportunity to resolve the issue with a "Retro Repayment Agreement".

If the amount in question is less than $10,000.00, than a repayment agreement can be made. If the amount exceeds $10,000.00, then there will be no repayment agreement and the fraud will be reported to the Inspector General. If the family tenancy is

terminated, they will still be required to repay the outstanding balance – even if it results in small claims and possible wage garnishment.

If a repayment agreement is agreed upon, the family will need to pay back at least 25% of the amount owed up front when the repayment agreement is signed.

Question: What if you know about fraud but the family keeps moving from one address to another and not paying rent?

Response: The contract is between the owner and tenant. If the owner provides an eviction notice to the Housing Authorities, that will be grounds for termination of tenancy. If the owner does not do due diligence for collection of rent and provides nothing to the Housing Authorities as proof of non-payment, then the Housing Authorities cannot do anything as there needs to be something tangible to take action on.

With regard to retro rent, the LIPH program has been in compliance. HCV is still working on this issue.

Question: How did LIPH come into compliance?

Response: Early on, LIPH noticed the problem and reported it to HUD. The results were that the residents were given amnesty to report any unreported income with no penalty. If the unreported income was not reported, the resident would be required to repay the outstanding amount or their tenancy would be terminated.

LIMITED ENGLISH PROFICIENCY (LEP)

Joann Bliss reviewed the LEP program. Most of the language on this program is regulation and not policy. The intent of the law is to make provisions to individuals so that they reasonable access to our programs.

The Housing Authorities utilizes a “language line” which provides at least 156 different languages which allows us to efficiently communicate with our clients.

Residents/Applicants will have the option to request “formal” interpreters at their appointments or they can bring their own in. If an appointment is dealing with “termination”, Housing Authority staff may recommend the use of a formal interpreter.

No Comments from any RAB member.

2010 HCV CHANGES

Joann Bliss reviewed the 2010 HCV Changes.

- “Preferences” portion, the following question came up:

Question: In regard to Preference #3 "US Veterans" – what about their dependants? Will they receive preference too?

Response: Only the spouses of veterans would qualify for the preference.

- **Chapter 4 – Eligible for Admission", the following question came up:**

Question: If a family has been transferred due to displacement due to an emergency, will this be a temporary transfer or once the emergency is over, will they have to move back?

Response: If the family meets the income requirements, they can keep the unit.

Question: Will a single HOH has two children not of the same sex still be allowed only a 2 bedroom?

Response: Under the HCV program, yes, but the LIPH program looks at it differently – the family might qualify for a 3 bedroom because of the difference sex.

Question: But the family would still need to stay within the price range.

Response: A family can choose to select a 3 bedroom unit though they might only qualify for a 2 bedroom, however they would be required to pay the difference of the bedroom size. For example – if you qualify for a 2 bedroom but want a 3 bedroom, your voucher portion would pay only for a 2 bedroom; you would have to pay the difference to keep the 3 bedroom.

- **Chapter 18 – Owner or Family Debts**

The Housing Authorities will look at working with "hardship" cases.

No Comment from RAB members

2010 LIPH ACOP CHANGES

Rita Blanco reviewed the 2010 ACOP Changes. She stated that there are not a lot of changes to review.

- "Denial of Admission for Previous Debts to This or Any Other HA", the following question came up with regard to the proposed verbiage change of "*All Adult Members of an Applicant Household"*:

Question: Doesn't the lease deal only with the HOH?

Response: We are currently requiring ***all*** adult members as being held responsible. All adult members would be listed as a part of the collection process – not just the HOH.

- **Chapter 8 #C, Live-in Attendants have no residual rights to the unit.**

Question: Their income doesn't count?

Response: No, their income is not included.

Question: What if it is a family member who is the live-in aide?

Response: No – if that family member is identified ***only*** as a live-in aide.

- **Chapter 11 "Lease Termination"** the following comment came up with regard to the 30 day advanced notice to terminate tenancy:

Question: Heard that the law states that the notice to vacate is 60 days and not 30. Also, please clarify does the HCV owners have to give 90 days if they terminate the tenancy.

Response: Will have to look at the state law regarding the length of time required to give the resident – whether it is 30, 60 or 90 days

The meeting was adjourned at 12:00 p.m.

Resident Advisory Board meeting held on July 18, 2009 Meeting:

Meeting came to order at 10:10 a.m.

RAB Members In Attendance: Ernesto Becerra, Jerline Bishop, Angelo Burton, Claudia Coleman, Richard Delgado, Anita Gastelum, Juan Herrera, Elaine Mitchell, Sandra Mosley, Frances Pena, Joellen Rogers, Maxine Smethers, Francisca Varela, Otis Davis

HA Staff in Attendance: Marie Quon-Hom, Richard Atilano, Rita Blanco and Maria Gonzalez

RAB Members Absent: Aaron Phillip, Hyasha Anderson, Nioni Baca, Bernice Bonecher, Carolyn Clark, Brenda Davis, Carolyn Holley, Rachel Lewis, Renae Willems

Rita Blanco introduced Marie Quon-Hom, Assistant Director in Housing Programs. Also speaking would be Richard Atilano, who would be covering the Capital Fund Activities and lastly, Rita would be speaking on the 2010 ACOP.

Welcome

Marie told the Board how important it was to be here and thanked them. She was very impressed with the Fresno community and how everyone is also coming together in regards to the homeless encampments and the faith based organizations. There is a strong collaboration with the employees and the Fresno community

Question from Resident: What is our primary role?

Marie's Response: Every year HUD requires an Annual Plan and we solicit comments from the HCV and HMD residents. Residents are the key, but comments are also received from faith based organizations, legal aide, etc. HUD recognizes outside organizations for budget purposes.

Rita started with reviewing changes that were handed out at the last RAB meeting. (Board was to take home and read).

- **Chapter 18 – HA Curfew and Loitering Policies and Procedures**

This chapter would mostly affect the LIPH program. HA had to come up with procedures to get assistance from the law enforcement. Law enforcement would be targeting persons that are not residents with it came to disturbances. A meeting was held with the Property Managers for implementation purposes. The HA has an Agreement with the law enforcement in some of the County communities.

- **Chapter 19 – Banning Policies and Procedures**

HA is working with the families to alleviate problems in the complexes in reference to the banning of violators.

Comment from Otis Davis: There needs to be attention paid to some of the Property Managers; some Managers go "overboard" or are "rude." There is also a concern that the timeframe is unfair for the minors; the hours are non-reflected to school hours. He questioned Paragraph 6 of Chapter 18, what First Amendment right is the minor exercising? Why should minors have to walk around with a "piece of paper" that they are excused from school? How about the home studies minors?

Response: Rita informed Mr. Davis, that the City of Fresno has truant officers

Comment: Frances Pena commented that minors are getting out of hand and the HA has a good policy; minors need to be supervised.

Comment: Jerline Bishop stated there is some difficulty in authorities telling residents how to keep minors disciplined. The intent is not be "under marshal law;" schools have different schedules.

Comment: Mr. Delgado stated kids are not to be out in the streets, it's state law (referring to the curfew and school hours). Kids are suppose to be in school and if under HUD managed property, they should follow the rules. Some kids do not have respect for older people.

Comment: Jerline Bishop stated she understood Mr. Delgado, not everybody should have to suffer because of some minors. We need to pay attention to the problem now, before it is put into law.

Response: Rita stated there are exceptions to the rules.

Comment from RAB member: We have rules because of the current issues.

Response: Rita stated we need to provide to HUD criminal activity statistics. We also will work with the families.

Comment from Mr. Otis: He stated time restrictions are a concern, especially with giving authorities power for minors not following rules. He would like to see language in the ACOP, there should be exceptions for holidays, vacations, etc. The current language is too harsh. He has a concern with families being evicted and putting them in a worst situation.

Comment from RAB member: The HA needs to be careful with the wording that will be used in the ACOP.

Response: Rita stated she will take into consideration and will look at the language with regards to the school holidays and vacations.

Comment from Ms. Mosley: agreed with Rita

Comment from Ms. Coleman: stated there should be a caption in the language, "except during these days" referring to school holidays and vacations.

Response: Richard Atilano stated the RAB members should submit there version of the wording they would like to see in the ACOP language.

Comment from RAB member: Stressed, exceptions will apply.

Comment from Mr. Otis: He still is concerned with the time frame.

Comment from Ms. Pena: She stated "even in home studies, you are to be at home studying."

Response: Marie stated she appreciated everybody's comments and had to move on.

Capital Improvement Needs

Richard Atilano, Capital Projects Manager was introduced; he informed the members about Capital Funding, which applies to the LIPH City and County programs. He informed the RAB members the funds that HUD provides are based on the unit count; we have to plan for five years. The HA hires contractors and we are required to pay Davis Bacon Wages, therefore, funds are diminishing.

Comment from Ms. Coleman: asked if the HA can train the residents on the different trades.

Response: Richard stated we used to have a program, but no longer is available. The budget that was submitted for 2010 for Fresno County has not been approved yet. He asked the members if they knew of any licensed contractors to please submit their names to him. Richard handed out his business cards.

Richard handed out the Capital Fund Budget. He informed the members where the funding goes. The County received 2 million dollars, but monies go to management, salaries, benefits, Boys and Girls Club, Youth Mentor Program and law enforcement, leaving only $325,000 to use for modernization of units.

Richard stated the HA will be building units in the City of Kerman and will remodel the complex in Kerman with the stimulus monies from President Obama; we received an additional $2,698,365.

Richard stated we have to develop a budget to show HUD where the monies are being used. Richard handed out the City and County budgets. He stated the HA needs to generate monies. We have a total of five tax credit properties, which are income producing properties, with no HUD regulations.

Comment from Mr. Herrera: indicated speed bumps need to be installed in Cal. 28-15. He also was requesting more funds for the Parlier Boys and Girls Club.

Response: Richard stated he has the request for speed bumps, but the HA cannot pull more money for the Boys and Girls Club, those monies are for the properties.

Richard stated since the HA provides criminal reports to HUD, we have to show we are providing security. Richard met with the law enforcement in the County communities. The police departments are submitting Weekly Observation Activity Reports to the Property Managers on a weekly basis.

Richard also stated that residents can volunteer to do community service to assist the Boys and Girls Club.

The meeting was adjourned at 11: 30 a.m.

HOUSING AUTHORITY
OF THE COUNTY OF FRESNO

LOW INCOME PUBLIC HOUSING PROGRAM

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

FYB: JANUARY 1, 2010

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CHAPTER 1
STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Housing Authority of the County of Fresno (herein referred to as HA) is responsible for public and affordable housing stock located throughout Fresno County. Through our efforts to provide and maintain housing that is decent, safe, and sanitary, the HA strives for a high standard of property management. In addition, the HA believes that residents of public housing deserve a living environment that promotes individual achievement and empowers families.

The administration of the public housing program and the functions and responsibilities of the HA shall be in compliance with the Annual Contributions Contract (ACC), and this Admissions and Continued Occupancy Policy (herein referred as ACOP). The administration of the HA's housing program will also meet the requirements set forth by the U.S. Department of Housing and Urban Development (HUD). Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 Code of Federal Regulations (CFR), Parts V, VII and IX.

A. LOCAL OBJECTIVES

The ACOP demonstrates that the HA manages its program in a manner that reflects its commitment to improving the quality of housing available to the public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, the ACOP is designed to achieve the following objectives:

- To provide improved living conditions for very-low and low-income families while maintaining their rent payments at an affordable level.
- To operate a public housing authority that provides decent, safe, and sanitary housing within a suitable living environment for residents and their families.
- To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

B. PURPOSE OF THE POLICY

The purpose of the ACOP is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements set forth by HUD with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the HA.

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

C. FAIR HOUSING POLICY

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

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Executive Order 13166
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Any applicable State laws or local ordinances and any legislation protecting individual rights of residents, applicants or staff that may subsequently be enacted.

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

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

The HA's facilities are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

The HA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- Provide housing that is different from that provided to others;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

- Treat a person differently in determining eligibility or other requirements for admission; or
- Deny a person access to the same level of services.

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

Service and Accommodations Policy

The HA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. All requests for a reasonable accommodation will be verified so that the HA can properly accommodate the need presented by the disability.

This policy is applicable to all situations described in the ACOP when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

Federal Americans with Disabilities Act of 1990

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

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such impairment.

Undue Hardship

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

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

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

Posting of Required Information

The HA will maintain a bulletin board in a conspicuous area of the management offices which will contain:

- Current schedule of routine maintenance charges
- A Fair Housing Poster
- An Equal Opportunity in Employment poster
- Current Resident Notices
- Required public notices
- Utility Allowance Survey Results
- A VAWA Poster

Reasonable Accommodations

A person who has a disability, under HUD regulations, as defined in 42 U.S.C. 423, has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

A resident with a disability as defined above, may ask for:

- A modification to our rules or policies;
- A change in the way we communicate with you or give you information;
- An alteration or change in your unit;
- An accessible unit; or
- An alteration or change to some other part of a HA owned property.

Verification of a Request for a Reasonable Accommodation

A request for an accommodation can be made at any time.

Any resident that requests an accommodation will be given a packet that contains the following:

Form 1: Notice of the Right to Reasonable Accommodation
Form 2: Request for a Reasonable Accommodation
Form 3: Verification of Need for Reasonable Accommodation

All requests for an accommodation must be in writing. A resident may request an accommodation for this requirement.

All residents that request a reasonable accommodation must submit Forms 2 and 3 to the management office.

The management office has a Reasonable Accommodation binder that includes the Reasonable Accommodation Log and all supporting documentation.

The Housing Management staff will forward the reasonable accommodation request to the ADA Coordinator at the HA's administrative office for processing.

The ADA Coordinator will evaluate the request and consult with the designated before rendering a decision. Except in cases involving an imminent emergency, decisions on a request for reasonable accommodation or modification shall be made by the ADA Coordinator as soon as practicable but in no event later than thirty (30) business days after the request form(s) is completed and the HA has received all information needed to make a decision.

The Reasonable Accommodation Request form will include an approval or a denial of the request. If denied, the form will include reasons for denial and possible alternative accommodations.

Copies of the Decision on Reasonable Accommodation Request will be sent to the housing development site to be placed in the Reasonable Accommodation binder.

D. VIOLENCE AGAINST WOMEN ACT

The HA's policy is to comply with the 2005 Violence Against Women Act (VAWA) Pub. L. 109-162; Stat.2960 signed into law on January 5, 2005. The HA shall not discriminate against an applicant, or public housing resident on the basis of the rights or privileges provided under the VAWA.

On an annual basis, the HA will notify residents of their rights under VAWA during the annual re-certification process. Additionally, the HA will enclose in each application packet a notice advising applicants of their rights under VAWA.

E. FAMILY OUTREACH

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

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

F. PRIVACY STATEMENT

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

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

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

G. CONFIDENTIALITY

It is the policy of the HA to comply fully with all Federal, State, and local laws and with rules and regulations governing Confidentiality in housing. Each HA staff signs a "Confidentiality Agreement" at the commencement of their employment and participates in an annual Confidentiality training. Each HA staff agrees not to disclose any applicant/resident information, directly or indirectly, that is of a personal, private, and confidential nature, to any person or use such information in any way, either during the term of their employment or at any other time thereafter, except as follows:

To an officer, employee, or authorized representative of the HA who has a job related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance;

If the tenant/applicant (or tenant's/applicant's parent/guardian, if tenant is a minor) consents in writing;

If disclosure is allowed by Court Order;

If disclosure is made to medical personnel in a medical emergency;

To the duly appointed guardian or conservator of the individual;

To a law enforcement or regulatory agency, if the use of the information requested is in an investigation of unlawful activity under the jurisdiction of the requesting agency or for Licensing, certification, or regulatory purposes by that agency;

To any person pursuant to a subpoena, court order, or other compulsory legal process if, before the disclosure, the HA reasonably attempts to notify the individual to whom the record pertains, and if the notification is not prohibited by law;

Disclosure of any information about suspected child or elder abuse and/or neglect reported to appropriate state local authorities pursuant to state law.

To share resident information that is necessary to determine eligibility for County welfare department programs or services for which the client has applied or is receiving, as authorized by the State of California Health and Safety Code, section 34217.

By signing the "Confidentiality Agreement", the HA staff agrees that all files, records, documents and similar

items relating to their employment, whomever prepared by, are and shall remain exclusively the property of the HA and that said files shall be removed from the premises only with the express prior written consent of the Executive Director or his/her designee. A violation of the "Confidentiality Agreement" may result in disciplinary action up to and including termination of employment. The unauthorized release of information may subject the HA and the HA staff to civil action under the Quality Housing and Work Responsibility Act of 1998.

H. VAWA CONFIDENTIALITY

All VAWA information provided to the HA, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is-

1. Requested or consented to by the individual in writing;

2. required for use in an eviction proceeding under subsection (1)(5) or (6) of Public Law 109-162 referencing amendments made to Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d); or

3. Otherwise required by applicable law.

CHAPTER 2
ELIGIBILITY AND SUITABILITY FOR ADMISSION TO PUBLIC HOUSING
[24 CFR Part 960, Subpart B]

INTRODUCTION

This chapter describes the eligibility and suitability criteria for admission to the public housing program. The policy of the HA is to apply these criteria to evaluate the qualifications of families who apply. The HA will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility and suitability.

PART I: ELIGIBILITY

A. QUALIFICATION FOR ADMISSION

In order to be deemed eligible for admission to public housing, an applicant must meet the following criteria:

Meets the definition of a family as defined by HUD and the HA

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

Has an annual income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately at the HA

Provides a Social Security number for all family members, or will provide written certification that they legally cannot obtain Social Security numbers at this time and will notify the HA upon receipt of a Social Security number

Meets the Suitability Criteria as set forth in this chapter

Has no outstanding debt to any housing authority

Sign consent authorization documents for each adult in the household.

In addition to the above, in order for a family to be determined eligible the HA will conduct criminal background checks in accordance with this chapter. A family may be denied assistance if the results show evidence which would prohibit admission to public housing.

Timing for the Verification of Qualifying Factors

The HA shall not verify eligibility factors until the HA “draws” applicant files from the waiting list after determining that a sufficient number of vacancies warrant a pool of eligible applicants.

B. DEFINITION OF FAMILY

Definition of Family

The term "family" includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a resident family;

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

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides;

Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

Elderly, disabled, and displaced families as defined by HUD in CFR 5.403.

Other families are defined by the HA as follows:

A family, other than an elderly, disabled, or displaced family, is defined by the HA as two or more persons who intend to share residency in the public housing unit, and whose income and resources are available to meet the family's needs.

C. DEFINITIONS RELATED TO FAMILY COMPOSITION

Head of Household

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

Spouse of Head

"Spouse" means the husband or wife of the head.

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

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A

household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-In Attendants

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

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

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

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

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

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

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

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

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

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

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

Verification of the need for a live-in aide must include the hours the care will be provided.

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

The family is responsible for the actions of the live-in aide. The live-in aide must comply with obligations of the family to maintain the unit and premises in a decent, safe and sanitary manner and not to disturb the peaceful enjoyment of the premises.

D. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members prior to admission, or written certification that they legally cannot obtain Social Security numbers at this time and will notify the HA upon receipt of a Social Security number. This requirement also applies to persons joining the

family after admission to the program.

Failure to furnish verification of Social Security Numbers is grounds for denial of admission or termination of tenancy.

If a member legally cannot obtain a Social Security Number, he/she must sign a certification stating that he/she does not have one. The certification shall:

State the individual's name, state that the individual has not been issued a Social Security Number;

State that the individual will disclose the Social Security Number to the HA, if he/she obtains one at a later date;

Be signed and dated.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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

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

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

Non-eligible members: Applicant families that include only non-eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students: As defined by HUD in the non-citizen regulations, non-citizen students are not eligible for assistance.

The HA will establish and verify eligibility status of applicants at the time other eligibility factors are determined.

F. DENIAL OF ADMISSION FOR PREVIOUS DEBTS TO THIS OR ANY OTHER HA

Previous outstanding debts incurred by all adult members of an applicant household to this HA or any housing authority resulting from a previous tenancy in the public housing or HCV program must be paid in full prior to admission.

The HA reserves the right, in the case of hardship, to approve a Payment Agreement if the debt owed to the HA occurred due to significant medical bills or utility costs due from the applicant at time the debt was recorded. Full documentation of the hardship will be required. In no case will the debt be

forgiven.

F. INCOME LIMITS

Income eligibility for the public housing program is based on the total anticipated income from all sources received by any family member 18 years of age or older. Income limits are determined by HUD and subject to periodic change. The HA shall use income guidelines provided by HUD to determine program eligibility for the public housing program. These income guidelines will be posted at all times at the HA's site management offices.

PART II: SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]

A. SCREENING FOR ADMISSION

The HA is required to screen for eviction and criminal activity as part of the rental assistance program. HUD requires the HA to set screening standards to ensure that those persons who are prohibited from being admitted to public housing will not receive assistance.

B. SCREENING STANDARDS

The screening for eviction and criminal activity will occur after an applicant family has been pulled from the waitlist and attends a formal eligibility interview. All adults (age 18 and above) in the applicant household, including live-in attendants, and all incoming families members must go through the screening process.

The family will be required to disclose criminal/drug-related activity for all family members at the time of completing their full application. All adult family members must submit a signed Criminal Background Consent form. During the criminal background checks, the HA will also check for persons subject to a lifetime registration requirement under a State sex offender registration program.

When conducting a background check the HA will obtain the following reports;

- Credit report
- Eviction report
- Criminal background report
- Sex offender report

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

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

- To pay rent and other charges as required by the lease in a timely manner;

- To care for and avoid damaging the unit and common areas;
- To use facilities, appliances and equipment in a reasonable way;
- To create no health or safety hazards, and to report maintenance needs in a timely manner;
- Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the HA premises;
- Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
- Not to be subject to sex offender lifetime registration under a State sex offender registration program. *
- To comply with necessary and reasonable rules and program requirements of HUD and the HA;
- To comply with local health and safety codes.
- Not to have committed fraud, bribery, or any other corrupt or criminal act.
- Misrepresentation of income or other eligibility factors to an agency other than the HA for example welfare fraud, is grounds for denial of assistance; and
- Non-compliance with any assistance programs and/or local law enforcement plus governmental agency may be denied assistance.

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

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

An applicant's misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition, criminal history, or rent may result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease. Should the applicant require assistance in order to comply with the terms of the lease, the applicant must notify the HA that the assistance will be available at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Disabilities) The availability of assistance is subject to verification by the HA.

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

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

The HA may complete a credit check or rental history check on all applicants.

The HA may complete a home visit at the current residence of all applicants who:

Have had landlords refuse to sign their Resident Reference Form;

Stated information on their application that is inconsistent with information on the credit and unlawful detainer report;

Do not have an established residence at the time of their suitability review (e.g., state they live "here and there with friends");

Have landlords raise suitability issues on the Resident Reference Forms;

Have a criminal history that raises suitability concerns;

Claim to have zero income (to establish how they are meeting their needs);

Were interviewed by HA staff who has found the applicant's statement or behavior to raise concerns regarding suitability.

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

The applicant's past performance in meeting financial obligations, especially rent;

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

Any history of criminal activity on the part of <u>any</u> applicant family member, involving criminal acts, including drug-related criminal activity;

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

Any history of initiating threats or behaving in a manner that indicates intent to assault employees or other residents;

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

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* The HA shall make an exception for emancipated minors upon completion of verifying their legal status as such.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the HA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

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

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

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

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

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

Removal of a Family Member's Name from the Application -As a condition of receiving assistance, a family may agree to remove from the application, the family member whose action or failure to act warranted the denial of admission. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. After admission to the program, the family must present evidence of the former family member's current address upon FHA request.

C. SCREENING FOR DRUG-RELATED AND/OR CRIMINAL ACTIVITY

It is the intention of the Housing Authority to administer a policy that maintains decent, safe, and sanitary public housing. All screening procedures shall be administered fairly and in such a way as to not discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups as well as not in violation of the right to privacy.

The HA will obtain criminal history information from State and/or local law enforcement agencies, and the FBI on all applicants over the age of eighteen for the purpose of determining resident suitability.

All applicants to the public housing program will be screened for drug-related, violent- and other criminal activity during the suitability review process. The HA defines criminal activity in the following manner:

Drug-Related Criminal Activity: the illegal manufacture, sale, distribution, use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. [24 CFR 5.100}

Violent Criminal Activity: any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property. [24 CFR 5.100]

Any criminal activity that subjects a member of the applicant's household to be subject to sex offender lifetime registration under a State sex offender registration program.

Other Criminal Activity: any criminal activity including, but not limited to, violent criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of the HA. [24 CFR 960.203 (c) (3)]

D. MANDATORY DENIAL OF ASSISTANCE

HUD regulations require mandatory denial of assistance for the following reasons:

- The HA will deny admission to those applicants convicted of manufacturing or producing methamphetamine on the premises of Federally assisted housing, in accordance with HUD regulations.

- An applicant evicted from federally assisted housing by reason of drug-related criminal activity within the five year period shall be denied admission.

- The HA will deny admission to applicants where it is determined that there is a *pattern* of illegal use of a controlled substance or abuse of alcohol by the applicant. The HA will consider the illegal use of a controlled substance or abuse of alcohol a "pattern" where there is more than three (3) incidents during the previous 24 months.

- Current illegal drug use for any household members – if the HA determines that any household member is ***currently engaged in*** any illegal use of a drug and/or possession.

- In accordance with 24 CFR 960.204 (a)(4), the HA will deny admission to public housing for any applicant who is subject to sex offender lifetime registration under a State sex offender registration program.

- In accordance Section 576 (C) of the Quality Housing and Work Responsibility Act of 1998, the HA will deny admission to public housing for any applicant who has engaged in violent criminal activity within the last five years however depending upon the seriousness of the crime committed the prohibition would be up to seven years from the date of the offense.

HUD and the HA has defined the following clarifiers:

- ***"Pattern of abuse"*** is defined as the use and/or possession of a controlled substance or alcohol if there is more than three (3) incident during the previous 24 months.

- ***"Incident"*** includes but is not limited to arrest, convictions, no contest pleas, fines and city ordinance violations.

- ***"Currently engaged in"*** as any use or possession of illegal drugs during the previous twelve months.

- ***"Abusive or violent behavior toward HA personnel"*** includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate, may be cause for denial of admission.

- ***"Threatened"*** refers to oral or written threats or physical gestures that communicate intent to abuse or

commit violence.

In determining reasonable cause, the HA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. The HA will also consider evidence from treatment providers or community-based organizations providing services to household members.

E. ADDITIONAL PROHIBITIONS

The HA may at any time deny program assistance for any of the following reasons:

- Family Violates Any Family Obligations: If the family violates any family obligations under the public housing program;
- Past Termination from a HA Program: If the HA has ever terminated assistance under the program for any member of the family;
- Outstanding Debt: If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act;
- Fraud, Bribery, or Other Corrupt or Criminal Act Within a Federal Housing Program: If any family member has committed such acts in connection with a Federal housing program.
- Actual or Threatened Abusive or Violent Behavior Toward HA Personnel: If the family has engaged in or threatened abusive or violent behavior toward HA personnel.
- Repayment Breach with a HA: If the family breaches an agreement owed to a HA.
- Actual physical abuse or violence will always be cause for denial of admission.

The HA may prohibit admission of a household to the program if the HA determines that any household member has a history of any of the following prior to admission:

a. Drug-related criminal activity;
b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;
c. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HA (including a HA employee or a HA contractor, subcontractor or agent); or
d. Violent criminal activity.

Period of time prohibited from admission for a, b and c above would be up to three years from the date of the offense. Period of time prohibited from admission for item “d” above would be up to five years from the date of offense; however depending upon the seriousness of the crime committed the prohibition would be up to seven years from the date of the offense.

F. OTHER SUITABILITY FACTORS

Rent-Paying Habits

The HA will examine any HA records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from current and former landlords for up to the past three years.

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

Screening Applicants Who Claim Mitigating Circumstances

In determining whether to deny admission to public housing based on a pattern of illegal use of a controlled substance or abuse of alcohol by an applicant, and/or prior eviction from federally assisted housing by reason of drug-related criminal activity, the HA may consider the following mitigating factors:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);

2. Has otherwise been rehabilitated successfully and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or

3. Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

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

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

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

Examples of mitigating circumstances:

Evidence of successful rehabilitation;

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

Evidence of successful and sustained modification of previous disqualifying behavior.

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

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and the applicant's overall performance with respect to all the screening requirements.

G. QUALIFIED AND UNQUALIFIED APPLICANTS

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

The eligibility of the applicant as a family;

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

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

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

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

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

H. DOCUMENTATION OF FINDINGS

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

Criminal Activity—includes the activities listed in the definition of criminal activity in this chapter.

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

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

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

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

Initiating Threats—or behaving in a manner indicating an intent to assault employees or other residents.

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

Non-Payment of Rightful Obligations—including rent and/or utilities and other charges owed to the HA or any other HA.

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

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

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

Destruction of Property from previous rentals.

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

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be

given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects.

I. PROHIBITED CRITERIA FOR DENIAL OF ADMISSION

The HA shall not reject an applicant on the basis that such applicant:

Has no income;

Is not employed;

Does not participate in a job-training program;

Will not apply for various welfares or benefit programs;

Has a child (or children);

Has children born out of wedlock;

Is on welfare;

Is a student;

Is or had been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provide greater protection than this section for victims of domestic violence, dating violence, or stalking.

J. Grievance Rights When HA Decision is to Deny Admission

If the HA obtains criminal record information from a State or local agency showing that a household member has been convicted of a crime relevant to applicant screening, the HA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant or tenant a copy of such information, and an opportunity to dispute the accuracy and the relevance of the information. This opportunity must be provided before a denial of admission on the basis of such information.

If denied as a result of the criminal background check, HA will send a written notification of the denial which will include:

- The reason for the denial,
- The right of an individual to review the evidence regarding his criminal background which was the basis of the denial,
- An explanation of the right to request an informal review, and
- A description of how to obtain the informal review.

The family will be given 10 business days from the date of the HA notice, to dispute the accuracy and relevance of the information. IF the family does not contact the HA to dispute the information within that 10 business day period, the HA will proceed with the termination action.

K. Records Management

Consistent with the limitations on disclosure of records, the HA has established and implemented a system of records management that ensures that any criminal record received by the HA from a law enforcement agency is:

a. Maintained confidentially;

b. Not misused or improperly disseminated; and

c. Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the HA action without institution of a challenge or final disposition of any such litigation.

All eviction and criminal background history is retained by the contracted provider. The HA will not print search results unless there is a need to due to an applicant's request for an Informal Review or as needed for review.

A copy of the Criminal Background Consent form along with the approval/denial status will be kept in the applicant file.

L. CONSIDERATION OF CIRCUMSTANCES

HUD authorizes the HA to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section 15.3).

CHAPTER 3
APPLICATIONS, MANAGEMENT OF THE WAIT LIST AND TENANT SELECTION
[24 CFR 5.400, 5.600, 960.201 through 960.208]

INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. At the time the wait list is open, families wishing to participate in the low income public housing program must submit a pre-application providing all information requested by the HA. This information allows the HA to place each applicant on the wait list in accordance with the policies in this Admissions & Continued Occupancy Policy.

This chapter will explain the policies for the initial pre-application intake process, management of the wait list, completion of the full application and tenant selection. It describes how the HA accepts the pre-applications, how the HA maintains the wait list with accurate information, selecting families from the preliminary wait list, establishing and verifying preferences and selecting eligible applicants for a unit offer. Eligibility for program admission as well as grounds for denial of admissions is covered in Chapter 2.

A. APPLYING FOR ASSISTANCE

The HA is permitted by HUD to determine the format and content of applications. For the purpose of establishing a wait list, pre-applications will be accepted from any family wishing to apply for Low Income Public Housing. The HA may select one or more of the following methods for pre-applications:

- Submitted on-line via HA website
- By Phone
- By mail
- Submitted in person
- By other method as described in the public announcement

At the time the HA announces its intent to open the wait list, the actual methods for accepting pre-applications will be clearly stated in the public announcement and similar outreach methods.

If an applicant is disabled and requires special accommodation in submitting an application, the accommodation request must be made in writing prior to the closure of the wait list. Specific instructions for making a reasonable accommodation request will be included in the public notice and other pre-application outreach materials.

Pre-Application via HA Website
When this method is available, families can apply on-line @ www.hafresno.org.

Pre-Application Intake by Phone or by Mail
When this method is available, pre-applications taken by phone or mail will be recorded according to date and time received.

Pre-Application Intake in Person
When this method is available, pre-applications will be completed by the family and HA will record the date and time the application is received.

In accordance with HUD regulations {24 CFR 982.205 (a)(2)(i)}at the time an applicant is applying for Public Housing, if applications are being accepted for Housing Choice Voucher assistance, the family must be offered an opportunity to apply for the other program. The HA will not merge the Public Housing wait list with the wait list for any other program the HA operates

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

B. PRE-APPLICATION

The HA utilizes a pre-application form and applicants must provide all requested information. Pre-applications are taken to compile a preliminary wait list. The following is true of the pre-application process:

- Pre-applications **will not** require an interview.
- Pre-applications will contain questions designed to obtain pertinent information from the applicant.
- The information provided and certified by the applicant on the application **will not** be verified until the applicant has been selected for final eligibility determination.
- Final eligibility will be determined when the full application process is completed and all information is verified.

In accordance with HUD, but not limited to, the following information will be requested from the family at the time the pre-application is completed.

1. Name and social security number of Head of Household
2. Date and time of application;
3. Address of Head of Household and phone numbers
4. Whether a current member of the U.S. Armed Forces; a veteran; or surviving spouse of a veteran;
5. Information pertaining to qualification for any local preference;
6. Racial or ethnic designation of head of household;
7. Social Security numbers of all members;
8. Names and birthdates of all members;
9. Sex and relationship to head-of-household of all members;
10. Whether any household member is a person with disabilities

C. PRELIMINARY WAIT LIST STRUCTURE

Once the pre-application is complete, the HA will place all applicants on the wait list except duplicate records; determination of eligibility will not be assessed until the full formal application process which is covered in Chapter 2. The HA will maintain sub-jurisdictional wait lists by locality (city) for its developments in the County of Fresno. Within the list, the HA will designate subparts to easily identify who should be offered the next available unit (i.e. mixed population, general occupancy, unit size, and accessible units). Families will receive confirmation that their application was accepted and will be informed to notify the HA in writing within 10 business days of address and family composition changes.

At the time of the pre-application, any information indicating the applicant may qualify for a local preference (e.g., an applicant's certification that they reside within the jurisdiction qualifying them for the Residency Preference) will be accepted without verification at the pre-application. Actual entitlement for a local preference will be developed and verified during the full application process.

The wait list will be maintained in accordance with the following guidelines:

1. The pre-application will be a permanent file.
2. Applications must include as a minimum the following information to be placed on the preliminary wait list with the following information about each applicant: 1) name; 2) family size; 3) date and time of the completed pre-application; 4) information pertaining to possible qualification for a local preference; and 5) race and ethnicity of the head of household.
3. Applications will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

False statements on the pre-application regarding preferences are grounds for denial of admission and the pre-application would be cancelled; see Item S. in this Chapter for related information about preference denials.

D. PLACEMENT ON THE WAIT LIST

The FHA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards in Chapter 4. Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to FHA standards and local codes). However, in these cases, the family must agree not to request a transfer for two years after admission, unless they have a change in family size or composition. No applicant has a right or entitlement to be listed on the wait list, or to any particular position on the wait list.

E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

Applicants are required to inform the HA in writing of changes of their family composition, preference status and or address within 10 business days of the occurrence. This will also assist the HA in establishing and maintaining a current and updated wait list to more effectively plan for future application intake. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in assistance.

When an applicant supplies information which indicates qualification for an additional preference, the

applicant will be placed on the wait list in the appropriate order determined by the newly-claimed preference, in combination with any previously-claimed preference.

The wait list will be maintained with accurate information.

F. MANAGING THE WAIT LIST

Opening and Closing of the Wait List

The HA announces its intent to accept pre-applications for the purpose of establishing a wait list by placing a public notice in *The Fresno Bee*, a local newspaper of general circulation, and also by minority media and other suitable means, including the agency website at www.hafresno.org..

The notice will comply with HUD fair housing requirements. The notice will contain:

- The dates, times, and the locations where families may apply.
- The program(s) for which applications will be taken.
- A brief description of the program(s).
- The methods by which pre-applications will be accepted.
- Limitations, if any, on who may apply.

Normally, the opening and closing dates for application intake will be clearly stated in the notice.

However, if at the time the wait list is opened, the closing date for pre-application intake has not yet been determined, the notice will indicate that application intake will be until further notice. Once it becomes necessary to close the wait list due to the existing wait list containing an adequate pool of applicants (i.e., expected time before families will be selected is anticipated to be between 12 and 24 months) for use of available program funding, the HA will apply the same advertising methods of broad general circulation for closing the wait list as were used for opening the wait list.

G. PURGING THE WAIT LIST

The wait list will be purged as needed to ensure that all applicants and applicant information is current and accurate. To update the wait list, the HA will send an update request via first-class mail to each family on the wait list. The applicant will be asked whether the family continues to be interested in the program and will provide a deadline by which the family must provide a written response. This update request will be sent to the last address that the HA has on record for the family.

H. GROUNDS FOR CANCELLATION FROM THE WAIT LIST

Any mailings to the applicant which require a response by a specific deadline will state that failure to respond by the deadline will result in the applicant's name being removed from the wait list.

If a letter is returned by the Post Office, the application will be canceled without further notice, and the envelope and letter will be maintained in the file.

If the applicant did not respond to the HA request for information or updates because of a family member's disability, this fact will be verified and documented, and the HA will reinstate the applicant in the family's former position on the wait list.

The HA will cancel the application when the applicant does not respond to the HA's request for response or when the application expires, whichever occurs first. Such failures to act on the part of the applicant prevent the Ha from making an eligibility determination; therefore no informal hearing is required.

If a family is removed from the wait list for failure to respond, the Property Manager of the wait list may reinstate the family if she/he determines the lack of response was due to HA error, or to circumstances beyond the family's control.

I. TENANT SELECTION FROM THE WAIT LIST FOR ADMISSION

After the preliminary wait list has been established and as units become available for admission, the HA will create an application pool and begin the full application process. For information about Eligibility for Admission, refer to Chapter 2.

This section will describe the following policies:

- Selecting families from the preliminary wait list
- Establishing and verifying preferences
- Completing the full application for final eligibility determination
- Selecting of eligible applicants for unit offer

The policies are outlined and are organized into three sections, as follows:

- Creating an Application Pool**.** This section will cover creating an application pool from the preliminary wait list.

- The Full Application Process. This section will explain how the applicants are invited to the formal initial eligibility interview to complete the full application.

- Determining Applicants Eligible or Ineligible**.** This section will explain the process of the final eligibility determination for unit offer, determining families ineligible or returning applicants to the preliminary wait list.

J. CREATING AN APPLICATION POOL

As families reach the top of the preliminary wait list and based on the HA's turnover and the availability of funding, applicants will be selected from the preliminary wait list to form a final eligibility pool.

It is the HA's objective to pull names from the wait list within a reasonable amount of time and determine if the family is eligible for assistance. The information provided on the pre-application will be verified during this final eligibility process.

K. METHOD OF SELECTION

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

Families who reach the top of the waiting list will be contacted by the HA to complete a full application for occupancy. Applicants may not retain their place on the waiting list if they refuse to complete the application process.

Preferences will be ranked with number 1 being the highest. Applicants with equal preference points will be selected according to date and time of the pre-application. [The HA is considering a lottery selection method for future intake. Should this method be used in the future, it will be announced to all applicants].

Once the initial application pool is established, each applicant will be invited to the full application process. The HA will conduct this method of selection so there is a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in this policy.

Local Preferences

Preferences affect only the order of the applicants on the waiting list. They do not make anyone eligible who was not eligible before.

The HA may establish local preferences based upon housing needs and priorities as determined by the HA and based on accepted data sources, after providing an opportunity for public comment, and will consider the public comments received.

Although no verification of preference is required at pre-application, before the family is provided assistance, the family's eligibility for the preference based on the current circumstances will be verified.

The HA has established the local preferences which will be numerically ranked, with number 1 being the highest preference, in the following order:

1. Residency Preference

This local preference would continue to give a preference for applicants who reside and/or work

in the City and County of Fresno.

This is further defined to mean:

- The family must live, or at least one member must have a job, within the limits of Fresno County.
- Applicants who have been notified that they are hired to work in Fresno County must be treated as a resident.
- A resident is also defined to mean at least one adult member of the applicant household is currently enrolled in a Fresno County institution of higher education.

HUD regulations state that a residency preference must not be based on how long an applicant has resided or worked in a residency preference area.

2. **United States Veteran's Preference**

This preference applies to active U.S. Armed Forces, veterans and their spouses.

Income Targeting

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

The HA shall, at its discretion, at least annually, exercise the "fungibility" provision of QHWRA by admitting less than 40% of "extremely low income families" to public housing in a fiscal year, to the extent that the HA has provided more than 75% of newly available Section 8 Housing Choice Vouchers to "extremely low income families." This fungibility provision discretion by the HA is also reflected in the HA's Section 8 Administrative Plan.

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

- The number of units equal to 10% of the number of newly available vouchers in the fiscal year; or
- The number of public housing units that 1) are in public housing developments located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

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

Deconcentration of Poverty and Income Mixing

The HA's admission policy is designed to provide for deconcentration of poverty and income-mixing by

bringing higher income residents into lower income developments and lower income residents into higher income developments.

A resident's gross annual income is used to determine income limits at admission and for income-mixing purposes.

Deconcentration and Income-Mixing Goals

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

Deconcentration will apply to transfer families as well as applicant families.

Development Designation Methodology

Annually, the HA will determine on an annual basis the average income of all families residing in general occupancy developments.

The HA will then determine the average income of all families residing in each general occupancy development.

The HA will then determine whether each general occupancy development falls above, within, or below the Established Income Range (EIR).

- The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the HA-wide average income for general occupancy developments.

The HA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in PHA Agency Plan.

The HA may explain or justify the income profile for these developments as being consistent with and furthering two sets of goals:

1. Goals of deconcentration of poverty and income mixing (bringing higher income residents into lower income developments and vice versa); and

2. Local goals and strategies contained in the HA Annual Plan.

Deconcentration Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the HA Plan, the HA shall adhere to the following policy for deconcentration of poverty and income mixing in applicable developments.

- Skipping a family on the waiting list to reach another family in an effort to further the goals of the

HA's deconcentration policy:

1. If a unit becomes available at a development below the EIR, the first eligible family on the waiting list with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the next family regardless of income.

2. If a unit becomes available at a development above the EIR, the first eligible family on the waiting list with income below the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list with income below the EIR will be offered the unit. The process will continue in this order. For the available unit at the development above the EIR, if there is no family on the waiting list with income below the EIR, or no family with income below the EIR accepts the offer, then the unit will be offered to the next family regardless of income.

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

A family has the sole discretion whether to accept an offer of a unit made under the HA's deconcentration policy. The HA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under this deconcentration policy. However, the HA shall uniformly limit the number of offers received by applicants, described in this Chapter.

If the average incomes of all general occupancy developments are within the Established Income Range, the HA will be considered to be in compliance with the deconcentration agreement.

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

L. PROMOTION OF INTEGRATION

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

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

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

M. UNITS DESIGNATED FOR THE ELDERLY OR DISABLED

The HA may elect at some future time to submit an Allocation Plan as required by the 1992 Housing Act to designate specific units or sites for elderly or disabled applicants only. In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age or disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.303(c) (1)

would receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan.

N. MIXED POPULATION UNITS

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

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

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

O. GENERAL OCCUPANCY UNITS

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

The HA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

P. FULL APPLICATION PROCESS

HUD recommends obtaining the information and documents needed to make an eligibility determination through a face-to-face interview.

The HA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to provide information about the application and verification process, as well as to advise the family of other HA services or programs for which the family may be available.

The interviews are scheduled based on order of selection from the preliminary wait list. Applicants may be required to complete a Personal Declaration Packet which is mailed to the applicant in advance to complete.

Being invited to attend an interview does not constitute admission to the program. The head of household, spouse and all adult family members are required to attend the interview. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

Applicants who want to reschedule an appointment must make the request to reschedule no later than 2 days prior to the original appointment date. If the applicant does not reschedule or misses one scheduled meeting, the HA will reject the application.

The family will be required to provide the following information for each family member within the household:

- Name of Head of Household and Social Security Number
- Racial or ethnic designation of all family members
- Names, sex and birthdates of all family members
- Relationship of all family members to head of household
- Street Address and phone numbers (message and contact numbers)
- Mailing Address (If PO Box or other permanent address)
- Amount(s) and source(s) of income received by all household members
- Information regarding disabilities to determine qualifications for allowances and deductions
- Information related to qualification for preferences
- Social Security Numbers for all family members
- Citizenship/eligible immigration status
- Answers to questions regarding arrests/convictions for drug-related or violent criminal activity or child molestation
- If applicable, a Request for Specific Accommodation, if needed by a person with disabilities in order to fully utilize program and services
- Current and previous landlords names and addresses
- Emergency contact person and address
- Program integrity questions regarding previous participation in HUD programs

Q. VERIFICATION

All adult members must sign and complete the Application for initial occupancy, HUD Form 9886 (Release of Information), the declarations and consents related to citizenship/immigration status and any other documents required by the HA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD Form-9886.

Applicant is required to provide necessary verification which may not be more than 60 days old from the date of the initial eligibility interview. All information provided by the applicant, will be verified, using the verification procedures described in Chapter 6. If any information is not supplied or if the family fails to sign any of the forms required, the application may be denied.

As part of the full application process, the HA will verify the family's eligibility for a local preference based on current circumstances

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect.

R. DETERMINING APPLICANTS ELIGIBLE OR INELIGIBLE

Each applicant will be interviewed by HA staff to review the information on the Application for initial occupancy and Personal Declaration Packet.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given 10 business days to supply the information. Extensions beyond 7 days may be permitted upon approval of the intake staff member. If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance.

If the family is determined eligible, they will be notified of the approximate time that assistance should be available. The eligible applicants will be offered a unit based on wait list placement. Applicants that have not cleared the criminal background check will be placed on a pending status.

S. PREFERENCE DENIAL

If upon verification the HA determines that the family does not qualify for the preference claimed, the family does not receive the preference and will be returned to the wait list. The applicant will be placed on the wait list without benefit of the preference. In this situation the HA must provide a written notice stating the reasons for the determination. An informal review is not required.

If the applicant falsifies documents or makes false statements regarding a preference, the application will be denied and cancelled. The family will be notified in writing when this occurs, and advised of the family's right to request an informal review.

T. PLAN FOR UNIT OFFERS

The HA plan for selection of applicants and assignment of dwelling units will assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, familial status, disability, national origin, or marital status. The HA plan for selection is based on how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of development. This plan is also based on the distribution of vacancies.

The applicant will be offered a unit in the location with the oldest vacancy. If the offer is rejected, the applicant will be offered a suitable unit in the location with the second oldest vacancy. If that unit is rejected, a final offer will be made in the location with the third oldest vacancy.

Applicants must accept or refuse the unit offer within 3 business days of the date of the unit offer. Offers made by telephone will be confirmed by letter. When an applicant rejects the final unit offer, the HA will remove the applicants name from the waiting list. Removal from the waiting list means the applicant must reapply.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The HA will maintain a record of units offered, including location, date and circumstances of each offer,

each acceptance or rejection, including the reason for the rejection.

U. OFFER OF ACCESSIBLE UNITS

The HA has units designed for persons with mobility impairments, referred to as accessible units.

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

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

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

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

When offering an accessible/adaptable unit to a non-disabled applicant, the HA will require the applicant to sign a certified statement agreeing that the applicant will relocate within 30 days to the first available vacant unit of appropriate size, at the same or comparable housing development site, should the modified unit be required for an eligible disabled family.

V. APPLICANTS UNABLE TO TAKE OCCUPANCY

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

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

Unit is not of the proper size and type, and the applicant would be able to reside there only temporarily;

Unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children under seven (7) years of age to lead-based paint poisoning;

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

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;

The unit is inappropriate for the applicant's disabilities.

CHAPTER 4
DWELLING UNIT OCCUPANCY STANDARDS

INTRODUCTION

This Chapter states the HA Occupancy Standards used to determine the appropriate type development and unit size for families, based on the following guidelines.

A. DETERMINING UNIT SIZE

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: Minimum #	Persons in Household: Maximum #
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	7	10

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

Generally the HA will assign one bedroom to two people within the following guidelines:

Adults of different generations, persons of the opposite sex (other than spouses, significant others, and children under age 5), and unrelated adults will not be required to share a bedroom.

Children of opposite sex regardless of age (i.e., from birth) will be allocated separate bedrooms.

Children of the same sex with an age difference exceeding ten (10) years will be allocated separate bedrooms.

Foster children will be included in determining unit size.

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

Space may be provided for a child who is away at school but who lives with the family during school recesses.

The HA may offer a family a unit that is larger than required by HA's occupancy standards.

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

The temporary absence of a child from the home due to placement in foster care may be considered in determining family composition and family size, which will be considered in determining bedroom size.

B. EXCEPTIONS TO OCCUPANCY STANDARDS

Person with Disability

The HA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified [* and meets requirements in the “Service and Accommodations Policy" section of Chapter 1].

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

Other Circumstances

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

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Verification from a doctor must accompany requests for a larger bedroom to accommodate medical equipment.

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

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

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to the HA Occupancy Standards and local codes). The family must agree not to request a transfer until they have been admitted and have occupied the unit for 24 months. (Refer to Chapter 7 entitled “Transfer Policy” for exceptions.)

The family may request to be placed on a larger bedroom size waiting list than indicated by the HA’s occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the HA before the family is placed on the larger bedroom size list.

In all cases, where the family requests an exception to the general occupancy standards, the HA will evaluate the relationship and ages of all family members and the overall size of the unit.

C. OCCUPANCY STANDARDS ARE APPLICABLE TO TRANSFERS

When a change in the circumstances of a resident family requires another unit size, if the unit is not available at the time it is requested, the family will be placed on the Transfer List.

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

CHAPTER 5
DETERMINATION OF TOTAL TENANT PAYMENT AND FAMILY CHOICE IN RENTS
[24 CFR 5.609, 5.611, 5.613, 5.615]

PART I: DETERMINATION OF TOTAL TENANT PAYMENT (TTP)

INTRODUCTION

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

This chapter defines the allowable deductions from gross Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the QHWRA now gives HAs broader flexibility to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for the HA is $50. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly gross income

The minimum rent as established by the HA

HA Procedures for Notification to Families of Hardship Exceptions

The HA will notify those participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law as part of the annual recertification process.

The HA will notify all families at the annual recertification appointment of their right to request a minimum rent hardship exception.

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

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

All requests for minimum rent exception are required to be in writing.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception.

Exceptions to Minimum Rent

The HA will immediately grant the minimum rent exception to all families who request it.

The minimum rent will be suspended until the HA determines whether the hardship is:

Covered by statute

Temporary or long-term

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

HUD Criteria for Hardship Exception

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

- The family has lost eligibility (for reasons other than failure to comply with program requirements and/or committing program fraud) or is awaiting an eligibility determination for Federal, State, or local assistance.
- The family would be evicted as a result of the imposition of the minimum rent requirement.
- The income of the family has decreased because of changed circumstances, including:
- Loss of employment as defined whereby an individual is out of work due to no fault of their own;

Death of the Resident or other member of the Resident's household;

Other circumstances as determined by the HA or HUD

Temporary Hardship

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

The HA defines temporary as less than 90 days.

Repayment Agreements for Temporary Hardship

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

If the family owes the HA money for rent arrears incurred during the minimum rent period, the HA will require that the family pay an 25% initial lump sum with the remaining balance to be paid in equal payments

over a period of time not to exceed 12 months under $2400 or 24 months for any amount in excess of $2400.

Minimum rent arrears that are less than $50 will be required to be paid in full the first month following the end of the minimum rent period.

The HA's policies regarding repayment agreements are further discussed in Chapter 14 entitled "Family Debts to the HA."

B. INCOME AND ALLOWANCES

The HA shall define income and allowances as the following:

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

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

"Adjusted income" is defined as the annual income minus any HUD allowable deductions.

Allowable Deductions

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. "Elderly" allowance: $400 per household for families whose head or spouse are 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under 13 are deducted when child-care is necessary to allow an adult member to work or attend school (including vocational training). This amount cannot exceed the income a family receives from working. It also cannot exceed the market rate for a day care provider in the area.

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. MEDICARE PRESCRIPTION DRUG PLAN- PART D PROGRAM (PIH 2005-37)

1. In calculating annual income for a family, the low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs will be excluded as annual income for the purpose of calculating rent.

2. The Housing Authority will include as a medical expense for the medical expenses deduction, the out-of-pocket expenses incurred for prescription drugs and premiums.

3. A family does not have to report they have enrolled in a Medicare prescription drug plan until the time of their next recertification.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The rent for qualified families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the date on which the employment begins. Only family members 18 years of age or older can qualify for the earned income disallowance.

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

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

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

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

   The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

   Amounts to be excluded are any earned income increases of a family member during the self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

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

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

Initial Twelve-Month Exclusion:

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

Second Twelve-Month Exclusion:

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

Maximum Four-Year Disallowance:

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

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month total exclusion and the second 12-month Housing phase in exclusion).

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

Tracking the Earned Income Exclusion

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

Such documentation will include:

Date the increase in earned income was reported by the family

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income

Amount of the increase in earned income (amount to be excluded)

Date the increase in income is first excluded from annual income

Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)

Date the family member has received a total of 12 months of the initial exclusion

Date the 12-month Housing phase in period began

Date(s) earned income ended and resumed during the second cumulative 12-month period phase in exclusion

Date the family member has received a total of 12 months of the phase in exclusion

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance

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

Family's Responsibility to Report Changes

Changes in Family Composition

The HA's policy is not to raise rent between annual recertifications, except in the case of a change in family composition. Residents must report all changes in the household composition.

Changes in Income

The HA's policy is not to raise rent between annual recertifications, except in the case of a change in family composition and/ or source of income and/or an increase of $200/month or more. If the HA determines that the family is a qualified family for Earned Income Disallowance, the 12-month exclusion will begin on the first day of the month after the family becomes eligible. At annual recertification, the remainder of the 12-month full exclusion will be applied. After the 12-month full exclusion ends, the 12-month phase-in exclusion will begin. The family will be required to report any change in income or family composition during this period (while full or housing phase in exclusion is applied).

Inapplicability to Admission

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

E. TRAINING PROGRAMS FUNDED BY HUD

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

Upon employment with the HA, the full amount of employment income received by the person is counted.

There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

F. AVERAGING INCOME

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

When Annual Income cannot be anticipated for a full twelve months, the HA will average known sources of income that vary to compute an annual income.

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

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

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

G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the Total Tenant Payment by excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

H. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

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

Any contribution or gift received on a regular basis regardless of frequency will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. This information will be requested from the family and will be averaged over a twelve-month period and included in the calculation of Total Tenant Payment. It does not include casual contributions or sporadic gifts. (See chapter on "Verification Procedures," for further definition.)

I. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

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

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

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

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

It is the family's responsibility to supply a copy of the divorce decree.

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

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

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

In order to determine amount of retroactive resident rent that the family owes as a result of the lump sum receipt the HA will always calculate retroactively to date of receipt.

Retroactive Calculation Methodology

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

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

At the HA's option, the HA may enter into a Repayment Agreement with the family. The HA will only enter into a Repayment Agreement with the family if they are in good standing (no unpaid rent or other charges, no disturbance complaints). The family will be required to pay 25% of the retroactive amount due at the time of calculation and remaining balance to be paid in equal payments over a period of time not to exceed 12 months. The maximum amount for which the HA will enter into a payment agreement with a family is $10,000. (Reference Chapter 14 for guidelines for recovery of debts)

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

Attorney Fees

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

K. CONTRIBUTIONS TO RETIREMENT FUNDS—ASSETS

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

> While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
>
> After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

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

M. CHILD CARE EXPENSES

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

In the case of a child attending private school, only before or after-hours care can be counted as child-care expenses.

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

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

> Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
>
> Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).
>
> Amount of Expense: Each site management office will survey the local care providers in the surrounding community to determine what is reasonable on a case by case only if the expense exceed income. The site management office will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

N. MEDICAL EXPENSES [24 CFR 5.603]

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

Over- the- counter medication must be doctor-prescribed in order to be considered a medical expense and will be counted toward medical expenses for families who qualify if the family furnishes legible receipts with identification of the type of purchase.

Acupressure, acupuncture, physical therapy including exercise and chiropractic services may be considered allowable medical expenses if these services are recommended as a specific treatment by the family's primary physician.

The cost of transportation to and from medical appointments and treatments will be an allowable medical expense and will be calculated at the current IRS rate.

O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

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

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

Prorated Assistance Calculation

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

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

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

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

P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

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

Fraud; or

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

Noncompliance with a work activities requirement.

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

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

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

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

Verification Before Denying a Request to Reduce Rent

A family's request for rent reduction shall be denied upon the HA obtaining written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance.

Cooperation Agreements

The HA has taken a proactive approach to culminating an effective working relationship between the HA and the local welfare agency for the purpose of targeting economic self sufficiency programs throughout the community that are available to public housing residents.

Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Resident Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment to the family each month. The check will be made out directly to the family.

Resident-Paid Utilities

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

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

The HA has a no seal contract with the Utility Company which requires the resident/applicant to provide documentation from the Utility Company that service has been transferred from the HA name to the resident/applicant's name within 24 hour of signing their lease.

R. EXCESS UTILITY PAYMENTS

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

S. REASONABLE ACCOMMODATION

On request from a family that includes a disabled or elderly person, the FHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family.

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.
See Chapter 1 for policies regarding the request and approval of reasonable accommodations.

PART II: FAMILY CHOICE IN RENTS

A. FAMILY RENT CHOICE

The HA shall provide information to enable each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income; or 2) the flat rent; or 3) minimum rent. The HA may not at any time fail to provide such rent options for any public housing unit owned, assisted or operated by the HA.

B. FLAT RENTS

The HA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which is based on the rental value of the unit, as determined by the HA; and

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

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

Flat Rent Methodology

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

The HA obtains rent comparables for each bedroom size from unsubsidized units in the surrounding area. The rent comparable information includes factors such as age of the building, location, physical condition, amenities and design. Once the rent comparables are obtained, an average of the rents is calculated to obtain the flat rent. Rent comparables shall be calculated not less than once each year.

The rent comparable analysis is kept at each site, including documentation as to how the flat rent was determined.

C. INCOME-BASED RENTS

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the HA, that does

not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly gross income; or

The HA's Minimum TTP of $50.

D. SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES

In the case of a family that has elected to pay the HA's flat rent, the HA shall, no later than the first of the month following the month the family reported the hardship, provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made for the following hardship circumstances:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment through no fault of the individual, death in the family, and reduction in or loss of income or other assistance;

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

Such other situations as may be determined by the HA.

All hardship situations must be verified. If a family has switched from flat rent to income-based rent because of hardship, the family shall remain on income-based rent until the next scheduled annual recertification, at which time the Housing Authority shall allow the family to elect whether to pay flat rent or income-based rent.

E. ANNUAL RECERTIFICATION

During the annual recertification process, the family will be provided a rent choice form from the HA, on which the family will indicate whether they choose flat rent, income-based rent, or minimum rent. The HA rent choice form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be or the $50.00 minimum rent (if applicable). The rent choice form will be retained in the resident's file.

CHAPTER 6
VERIFICATION PROCEDURES
[24 CFR Part 5, Subpart B; 24 CFR 960.259]

INTRODUCTION

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

A. METHODS OF INCOME VERIFICATION AND TIME ALLOWED

The HA will verify information provided by applicants and residents utilizing the following verification methods:

1. Up-Front Income Verification (UIV): The HA's first choice is up-front income verification to substantiate claims made by an applicant or resident. If the institution providing the UIV report charges the resident, the HA will utilize the next income verification method.
2. Third-Party Written Verification
3. Third-Party Oral Verification: The HA may also use telephone verifications.
4. Review of Documents: The HA will review documents, when relevant, to substantiate the claim of an applicant or resident, should the other three forms of Third-Party Verification (UIV, written or oral) not be available.
5. Personal Declaration: When verification cannot be made utilizing the four above methods of Third-Party Verification, information on Personal Declaration will be used.

At all times, should the HA not obtain Third-Party verification, the HA staff must document why third party verification was not obtained and the verification method utilized to substantiate the information.

The HA will not delay the processing of an application beyond two weeks in cases where third party verification is not received by the HA in a timely manner.

Third-Party Verification for applicants may not be more than 120 days old at the time of a unit offer. For residents, they are valid for 120 days from date of receipt.

Up-Front Income Verification

Up-Front Income Verification are computer-generated reports, which reduce the possibility of written fraud. Some UIV is available for wages, welfare benefits, social security benefits and other incomes sources such as child support.

Possible UIV sources are:

Enterprise Income Verification System (EIV) matches Social Security and Supplemental Security Income to HUD's MTCS databases.

State Wage Information Collection Agencies (SWICAs) are a source of employers and reported wages. SWICAs are required to share data with the HA upon request.

The Work Number is an automated service that provides controlled access to a national database. The information is provided at no cost to the HA.

Internal Revenue Service (IRS) Letter 1722 shows the applicant/tenant filing status, exemptions claimed, adjusted gross income, taxable income, taxes paid, etc.

Credit Bureau (CBA) Credit Profiles contains public record information, credit relationships, inquiries and demographic information. This source will not provide income information, however it can be utilized to identify possession of assets.

Third-Party Written Verification

Third-party verification is used to verify information provided by the family. Third-party written verification forms will be sent and returned via first class mail. Families will be required to sign an authorization form in order for requested information to be released to the HA.

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

The HA may accept verifications delivered by the family as third party documents, as deemed necessary to complete the application or recertification process in a timely manner.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will complete a HA verification form. If oral third party verification is not available, the HA will compare the information to any documents provided by the applicant. If provided by telephone, the HA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the HA will utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The HA will accept the following documents from the family:

Printed wage stubs

Computer print-outs from the employer

Signed letters (provided that the information is notarized or confirmed by phone)

Other documents noted in this chapter as acceptable verification

The HA will accept faxed and/or photocopied documents.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will utilize the third party verification.

Personal Declaration

When verification cannot be made by third-party verification or review of documents, information included in the Personal Declaration may be used. A verification form will be completed and documented by HA staff.

B. RELEASE OF INFORMATION

Applicants and residents are required to sign specific authorization forms when information is needed that is not covered by the HUD Form 9886, Authorization for Release of Information.

Each family member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature. Family refusal to cooperate with the HUD prescribed verification procedure will result in denial of admission or termination of tenancy in accordance with the family's obligation to provide information requested by the HA.

C. COMPUTER MATCHING

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by HAs on the 50058 form. HUD can disclose Social Security information to HAs, but is precluded by law from disclosing Federal tax return data to HAs. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the HA (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the HA in writing that the family has been advised to contact the HA. HUD will send the HA a list of families who have received "income discrepancy" letters.

When the HA receives notice from HUD that a family has been sent an "income discrepancy" letter, the HA will send a written notice to the family, advising the family to contact the HA within 10 days to disclose the contents of the family's notice from HUD.

When the family furnishes the copy of the HUD notice to the HA, the HA will verify the information contained in the notice using the verification procedures contained in this chapter of the Admissions and Continued Occupancy Policy. Based on the verified information, the total tenant payment and resident rent

will be adjusted and the HA will take other actions, as appropriate. (*Also see chapters on Recertifications, Lease Terminations, Complaints, Grievances and Appeals, and Family Debts to the HA.)*

Once the site management office has completed this procedure and determined the outcome (e.g., retroactive payment is due or HUD information cannot be verified), the Property Manager will send a copy of the disposition document (repayment agreement, letter to family) to the Administrative Unit Manager.

D. ITEMS TO BE VERIFIED

1. All income not specifically excluded by the regulations.

   Zero-income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

2. Full-time student status including high school students who are 18 or over.

3. Current assets including assets disposed of for less than fair market value in preceding two years.

4. Child-care expense where it allows an adult family member to be employed or to further his/her education.

5. Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.

7. Legal identity.

8. U.S. citizenship/eligible immigrant status.

9. Social Security Numbers for all family members 6 years of age or older or certification that a family member does not have a Social Security Number.

10. Preference status based upon HA preferences.

11. Family/marital status when needed for head of household or spouse definition.

12. Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the methods the HA will use to verify various types of income. Whenever “in this order” is used in this chapter, the HA will request and utilize verifications, if available, in the order specified.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings for the past 12 months.

3. W-2 forms plus income tax return forms.

4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program residents may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.

2. Computer report electronically obtained or in hard copy.

3. Award or benefit notification letters prepared by the providing agency.

4. Bank statements for direct deposits.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts.

2. Verification form completed by the unemployment compensation agency.

3. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. HA verification form completed by payment provider.

2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

3. Computer-generated Notice of Action.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2. A notarized letter from the persons paying the support.

3. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

4. If payments are irregular, the family must provide appropriate court or welfare agency documents supporting the family's claim that the amount they are actually receiving is less child support/alimony than was ordered.

Net Income from a Business

In order to verify the net income from a business, the HA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification, in this order, include:

1. IRS Form 1040, including:

   Schedule C (Small Business)

   Schedule E (Rental Property Income)

   Schedule F (Farm Income)

   If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.

3. Documents such as cash-books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

Child Care Business

If an applicant/resident is operating a licensed day care business, income will be verified as with any other business.

If the applicant/resident is operating a "cash and carry" operation (licensed or not), the HA will require the applicant/resident to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

The family must furnish a Notarized Statement, which contains the following information:

The person who provides the gifts

The value of the gifts

The estimated frequency of the gifts

Zero-Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

Families must also provide a written statement as to how they meet living expenses, such as utilities, food, clothing, and other incidentals, when they claim a zero income.

Full-Time Student Status

Only the first $480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

4. Lessee's written statement verifying rent payments to the family and family's Notarized Statement as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The HA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, current checking account statements and/or a 3-month average of savings account funds,

certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

.Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV)

For all Certifications and Recertifications, the Family will certify as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Typical verification for child-care expenses included but is not limited to: income tax records, money orders to the child care provider, cancelled checks.

Medical and Disabled Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The HA will use mileage at the IRS's rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases: Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care: Attendant's written certification of amount received from the family, frequency of

receipt, and hours of care provided. Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus: Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment will be required.

NOTE: Disability expenses are allowable deductions only if the expenses enable a member of the household age 18 and over (including the disabled member) to go to work.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of birth, naturalization papers

Current, valid driver's license

U.S. military discharge (DD 214)

U.S. passport

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of birth

Adoption papers

Custody agreement

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth certificates

Verification of guardianship:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation (utility bills)

Credit reports showing relationship

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported) through letters, telephone calls, leases, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources. Verification of legal custody must be a court-ordered assignment or verification from a social service agency.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were residents and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide If an applicant or resident family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For resident families, it is done at the first regular recertification after June 19, 1995. For family members added after other

members have been verified, the verification occurs prior to the new member moving in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents The HA will grant an extension of 10 calendar days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members unless the family member cannot legally obtain a Social Security number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A valid driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

Earnings statements or payroll stubs

Bank statements

IRS Form 1099

Verification of benefits or SSN from Social Security Administration

New family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA.

If an applicant or resident is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or resident must sign a certification to that effect provided by the HA. The applicant/resident or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family member must be removed from the household or the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family member must be removed from the household or the family's tenancy will be terminated.

If the family member states they cannot legally obtain a Social Security number, the family member will be required to sign a certification to this effect.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

HA of the City of Fresno and Other HAs (to whom the family may owe debt)

(See Chapter 2 on eligibility.)

Ability to Meet Financial Obligations Under the Lease

All applicants may be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants may be interviewed and asked questions about the basic elements of tenancy.

The HA may access a Credit Report on all applicants prior to selection.

The HA may independently verify the rent-paying history of all applicants directly from previous landlord(s).

Drug-Related or Violent Criminal Activity

The HA will complete a criminal background check of all adult members of the household.

Housekeeping

The HA will obtain references from prior landlords to determine acceptable housekeeping standards.

The HA may conduct a home visit prior to admission.

K. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 5.410, 5.415, 5.430]

Local Preferences

1. Residency preference: For families who live, work or have been hired to work in the jurisdiction of the HA. Families who are unable to work due to age or disability automatically qualify for this preference.

   In order to verify that an applicant is a resident, the HA will require any of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

2. Veterans preference: This preference is available to current members of the U.S. Armed Forces, veterans, or surviving spouses of veterans.

The HA will require U.S. government documents that indicate that the applicant qualifies under the above definition.

L. VERIFICATION OF VAWA STATUS

The HA will request that an individual certify via HUD Form 566, ”Certification of Domestic Violence, Dating Violence, or Stalking”, that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in Public Law 109-162 referencing amendments made to Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d); Such certification shall include the name of the perpetrator. The HA will request the certification in writing and require that the resident come into the management office to pick up HUD Form 566 “Certification of Domestic Violence, Dating Violence, or Stalking”. The individual shall provide such certification within 14 business days after the individual receives HUD Form 566, “Certification of Domestic Violence, Dating Violence, or Stalking”. If the individual does not provide the certification within 14 days of receiving the form, nothing in this subsection, or in paragraphs (5) or (6) of subsection (1) in Public Law 109-162, may be construed to limit the authority of the HA to evict any tenant that commits violations of the Public Housing Lease Agreement. At the discretion of the HA, the 14-day deadline may be extended.

An individual may also satisfy the certification requirement by producing a Federal, State, tribal, territorial, or local police or court record. The HA will not demand that an individual produce official documentation or physical proof of the individual’s status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits provided in this section. At the discretion of the HA, an individual may be provided benefits based solely on the individual’s statement or other corroborating evidence.

CHAPTER 7

TRANSFER POLICY

INTRODUCTION

It is the policy of the HA to permit a resident to transfer within or between housing developments under certain conditions (i.e., to be in closer proximity to work or school); when it is necessary to comply with occupancy standards; or when it will help accomplish the affirmative housing goals of the HA.

The HA will always consider transfer requests as a reasonable accommodation for a person with a disability.

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability[1].

Residents will receive one unit offer for a transfer, whether for HA-initiated transfers or resident-initiated transfer requests approved by the HA. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

The HA Executive Director or his designee shall retain discretionary authority to approve/disapprove all transfers.

A. HA-INITIATED TRANSFER CATEGORIES

The HA may require that a family transfer to another unit at the same housing development or to another housing development under the following hierarchy:

1. Emergency Transfers:

   Emergency transfers are mandatory when the HA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety[2]; alleviate verified disability problems of a life threatening nature; or to protect residents due to a reasonable fear of direct violence[3].

   These transfers shall take priority over new admissions.

2. Category 1

   Category 1 Administrative transfers include mandatory transfers to remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead-based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the Eligibility Screening Unit (E.S.U.) with the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by the HA (e.g., moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

3. Category 2 correct serious occupancy standards problems.

   These transfers will take priority over new admissions.

   Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of sleeping areas, or so large that the number of household members would equal more than two persons per sleeping area. These transfers are mandatory.

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

4. Category 3 transfers may be made to avoid concentration of the most economically and socially deprived families, correct occupancy standards[4], or address situations that interfere with peaceful enjoyment of the premises.

   These transfers will not take priority over new admissions.

B. PROCESSING TRANSFERS

1. Transfers will be sorted into their appropriate categories by the E.S.U. Transfers will be made in the following order:

   First: Emergency transfers;
   Second: Category 1;
   Third: Category 2;
   Fourth: Resident initiated transfer requests and,
   Fifth: Category 3

   Within each category, transfer requests will be sorted by the date the completed request (including any verification needed) is received from the Property Manager.

2. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim re-examination.

3. Residents in Category 2 over/under housed status will be advised by the HA that a transfer is recommended and that the family has been placed on the transfer list.

4. When a HOH, originally housed in a bedroom by him/herself, has or adopts a child, the family will

not be approved for a Category 2 transfer until the child is four (4) years of age. Exceptions: spouse or partner is added to the Lease Agreement, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

C. TRANSFERS AT THE REQUEST OF THE RESIDENT

1. A resident shall have resided in their unit for a minimum of 24 months before being eligible for a transfer to another housing development. Each resident may not request more than one transfer every four years. (Exceptions to this standard will be made for medical or other emergency situations.)

2. Furthermore, the HA will consider approving transfer requests, other than those for health and safety reasons, by taking into account whether the resident is in good standing with the HA. Please see Section D below, "Good Record Requirement for Transfers".

3. New applicants shall have priority over transfers except for Emergency and Category 1 and Category 2 transfers and other Administrative reasons as determined by the HA.

4. Residents requesting to transfer to another unit or development are required to submit a Resident Request to Transfer Form to the site management office. Within ten business days, the Property Manager will review the request and determine if the resident is in good standing with the HA, has met the 24 month residency requirement, and has not transferred from another site within the last four years.

5. Upon determination by the Property Manager that the resident has met the transfer eligibility criteria, the Resident Request to Transfer Form (RRTF) will be submitted to the E.S.U.

6. Should the request be approved, the RRTF will be forwarded to the E.S.U. Supervisor to determine if a vacant unit, of the appropriate size, is available. Upon acceptance of the unit by the resident, the receiving development staff will facilitate the lease-in appointment. Should a unit not be available, HA will notify the resident that their name has been placed on the transfer list for the location and/or bedroom size desired. If the request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal hearing.

7. Requests to transfer to another unit within the same development, generally for medical reasons or to accommodate a smaller/larger family composition, will be reviewed and approved by the Property Manager. As units become vacant, the Property Manager will notify the E.S.U. Supervisor if a request has been approved for a unit of a particular bedroom size and/or accessibility features. The Property Manager will advise the E.S.U. Supervisor that the unit has been flagged for a resident transfer. In cases where the Property Manager denies the transfer request, the resident will be notified in writing of the decision and offered an opportunity for an informal hearing.

D. UNIT OFFERS

1. With the exception of Emergency, Category 1, and Category 2 Transfers, the HA will make a maximum of one unit offer to residents. A resident must accept or reject the unit offered within three business days of the date of the offer is made. Residents are entitled to reject transfer offers for a "good cause".

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

   i. Unit is not of the proper size and type, and the applicant would be able to reside there only temporarily;
   ii. Unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children under seven (7) years of age to lead-based paint poisoning;
   iii. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; (24 CFR 945.303(d));
   iv. A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;
   v. The unit is inappropriate for the applicant's disabilities.

E. GOOD RECORD REQUIREMENT FOR TRANSFERS

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past 24 months:

   i. have not engaged in criminal activity that threatens the health and safety of residents and staff;
   ii. do not owe back rent or other charges, or evidence a pattern of late payment;
   iii. meet reasonable housekeeping standards and have no housekeeping lease citations; and
   iv. can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements may be made for emergency transfers as deemed necessary by the HA.

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

   i. If back rent is owed, the resident will not be transferred until the total amount of back rent is paid in full.
   ii. A resident with housekeeping standards citations will not be transferred until he/she passes a follow-up housekeeping inspection.

F. SECURITY DEPOSITS

1. The HA will charge the family for any damages to the previous unit that exceed that unit's security deposit. If there is a balance left on the original security deposit, it will be refunded. The family must pay a new security deposit at move-in date. Any charges due prior to move out (i.e., delinquent maintenance charges, late rent fee, etc.) will be collected by the sending development and the resident must pay those charges in full prior to entering into a new Lease Agreement. Any charges that are incurred after the resident vacates the unit (i.e., maintenance charges) that exceed the security deposit will be posted to the new unit and will be collected by the receiving department.

2. In the case of HA initiated transfers, the inability to pay the security deposit should not delay the transfer and will be handled on a case-by-case basis.

G. RESIDENT'S RESPONSIBILITY

Residents are responsible for all moving costs related to their transfer. The HA will only incur the reasonable cost of transfers initiated by the HA due to demolition, disposition, revitalization, rehabilitation, and/or a reasonable accommodation for a resident with a disability. Upon approval of the transfer, residents must complete their move within three business days.

The resident will be charged rent on both units until the keys from the old unit are turned in to the HA.

H. RECERTIFICATION

The date of the annual recertification will not change upon the completion of the transfer.

[1] 24 CFR 100.5
[2] If a unit become uninhabitable due to conditions caused by the resident, any member of the resident household, or the resident's guests, will be addressed through the lease violation process and the resident shall not have the rights set forth above, or if the cause for the conditions is determined after the transfer, the HA may still terminate tenancy.
[3] Such transfers may be initiated after the HA receives input from local law enforcement. In considering whether to initiate such transfers, the HA will take account the circumstances creating the risk of violence and make a determination in the best interest of the resident and the HA.
[4] Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms.

CHAPTER 8
LEASE AGREEMENT
[24 CFR 966.4]

INTRODUCTION

All units must be occupied pursuant to a dwelling Lease Agreement that complies with HUD's regulations [24 CFR Part 966]. This chapter describes the HA's policies pertaining to lease execution, terms of Lease Agreement, security deposits, rent payments, inspection of units, and additions to the lease.

A. LEASE ORIENTATION

Upon execution of the lease, the HA will conduct a lease orientation for all adult members of the household. The family must attend an orientation before taking occupancy of the unit.

Families will be provided with the following information during the lease orientation:

A copy of the Lease Agreement

A copy of the HA's lease and grievance procedure

A copy of the House Rules

A copy of the full application and signed release forms

A copy of Parking Policy

Information on the Privacy Act

Lead Based Paint Information

Fair Housing Booklet

A copy of the HA's Pet Policy

A schedule of HA maintenance charges

Topics to be discussed will include, but are not limited to:

Applicable deposits and other charges

Provisions of the Lease

Orientation to the community

Unit maintenance and work orders

B. TERM OF LEASE AGREEMENT

The initial term of the lease will be for 12 months. The lease will renew for a 12-month term unless good cause exists not to renew the lease.

C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and all other adult members of the household, and by an authorized representative of the HA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident, and the HA will retain one in the resident's file. The lease is incorporated into this policy by reference. The lease document will reflect current HA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new residents.

A new lease is executed at the time of the transfer of a resident from one HA unit to another without a change in recertification date.

If, for any reason, any signer of the lease ceases to be a member of the household, a new lease will be executed.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to resident rents are made upon the preparation and execution of a "Notice of Rent Determination" by the HA, which becomes an attachment to the lease. Documentation will be included in the resident file to support proper notice.

Households that include a live-in attendant are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

D. MODIFICATIONS TO THE LEASE

The HA may modify its form of lease from time to time, giving residents 30 days for an opportunity to comment on proposed changes and advance notice of the implementation of any changes.

Schedules of special charges and rules and regulations are subject to modification or revision. Residents will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and at site management offices.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

A resident's refusal to execute HA approved lease modifications, or those modifications required by HUD, is

a material breach of the Lease Agreement and grounds for termination of tenancy.

E. ADDITIONS TO THE LEASE

Requests for the addition of a new member to the household must first be approved by the HA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request to add a new member, the HA will conduct a pre-admission suitability review for those proposed household members over the age of 18. Only those members approved by the HA will be added to the lease. Furthermore, the HA will consider whether the resident's request to add a member(s) will exceed the occupancy limit for the unit as a factor determining whether to approve the request.

Factors which may determine a pre-admissions suitability review include, but are not limited to:

In cases where the resident plans to marry and add his or her spouse to the lease;

In cases where the resident desires to add a new family member to the lease, and/or employ a live-in aide.

Children born to a family member are not subject to screening for purposes of determining household additions.

Residents who fail to notify the HA of additions to the household, or who permit persons to join the household (includes permitting non-tenants to utilize a resident's address), without undergoing screening are considered to have unauthorized occupants by the HA, and are in violation of the lease and subject to termination of tenancy [24 CFR 966.4(f)(3)].

F. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]

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

- First, to a current occupant of another unit of the same development, or other public housing developments under the HA's control, who has a disability that requires the special features of the vacant unit.
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
- Third, to an eligible qualified applicant on the waiting list who does not require the special features of the vacant unit.

The HA may require such applicant to agree to move to an available non-accessible unit within 30 days when either a current resident and/or applicant needs the features of the unit or there is another unit available for the applicant.

G. UTILITY SERVICES

Residents are responsible for direct payment of utilities. Residents must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Since the HA has a no seal contract with the Utility Company, the resident is required to provide documentation that service has been transferred from the HA name and under the resident's responsibility within 24 hours of the lease signing otherwise the resident will be charged for the usage billed. Failure to maintain utility services during tenancy is a lease violation and grounds for termination of tenancy.

If there is a utility reimbursement payment, the HA will pay the utility reimbursement payment directly to the resident.

H. SECURITY DEPOSITS

New residents must pay a security deposit to the HA at the time of admission.

The Security Deposit is the greater of the applicant's TTP or $150.00.

The HA will hold the security deposit for the period the resident occupies the unit.

The HA will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

The HA will refund the Security Deposit less any amounts owed, as required by California State Law, within 21 days, following move out and resident's notification of new address.

The HA will provide the resident or designee identified above with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, the HA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the HA. All keys to the unit must be returned to the Management upon vacating the unit.

The HA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

If the resident transfers to another unit, the HA will refund the security deposit, less damages, and collect a new deposit, using the current information regarding Total Tenant Payment. If applicable, the resident will be informed of the new deposit amount.

I. RENT PAYMENTS

The tenant rent is due and payable to a specific Bank of the West Post Office Box on the first day of every month. If the first day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

- If Bank of the West does not receive a payment by the fifth calendar day of the month via the lockbox process, a notice to pay rent or quit will be served on the resident.
- Residents shall make all payments by check or money order payable to THE HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO.
- The HA shall collect a fee in the amount charged the HA by the bank anytime a check is not honored for payment.
- Residents who submit more than two (2) checks that are not honored for payment will be required to make rent payments by money order only.

J. FEES AND LOCKBOX SYSTEM

The following is the LOCKBOX procedure for paying rent:

- All rent payments are mailed to the Bank of West designated Post Office Box;
- Bank of the West scans the front of the money order/check, envelope and statement;
- All scanned documents and payment information is inputted and batched by Bank of the West;
- Bank of the West uploads all payment information to a secure web site;
- The HA accesses the secure Bank of the West web site and imports rent payment data into the Elite housing software.

K. NONPAYMENT PENALTIES

- If Bank of the West does not receive the resident's rent payment by the fifth day of the month, a late fee as set forth in the lease will be charged.

L. SCHEDULES OF MAINTENANCE CHARGES

- A schedule of charges for maintenance services and repairs which is incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the management office.

M. INSPECTIONS OF PUBLIC HOUSING UNITS

Move-In Inspections

The HA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the HA and the resident, will be kept in the resident file.

Annual Inspections

The HA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

Residents who "fail" the inspection due to housekeeping or resident-caused damages will be given 10 business days to correct noted items. The HA will schedule a follow-up inspection to verify that the resident corrected the deficiencies.

Residents will be issued a copy of the inspection report with required corrections.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HA.

Damages beyond "normal wear and tear" will be billed to the resident.

Quality Control Inspections

The HA will conduct periodic quality control inspections based on random sampling to determine the condition of the unit and to identify problems or issues in which the HA can be of service to the family and to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The HA will conduct quality control inspections on 10% of all units.

Special Inspections

The HA may conduct a special inspection for housekeeping, unit condition, or suspected lease violation every 30 days for one year.

HUD representatives or local government officials may review HA operations periodically and as a part of their monitoring may inspect a sampling of the HA's inventory.

Move-Out Inspections

The purpose of these inspections is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit.

In accordance with Section 1950.5(f) of the California Civil Code, the HA will abide by the following Move-Out Inspection procedures when the resident submits a 30-day Notice of Intent to Vacate or the HA

issues a 30-day Notice to Vacate or a 14-Day Notice to Pay Rent or Quit to the resident.

These procedures do not apply to residents who receive a Three-Day Notice to Quit due to a lack of time to provide an initial Move-Out inspection.

The HA shall notify the resident in writing of their option to request an initial Move-Out inspection and their right to be present at the inspection.

At the time the resident submits a 30-Day Notice of Intent to Vacate or the HA issues a 30-Day or 14-Day Notice, the residents will be informed that the request for the initial Move-Out inspection must be in writing and delivered to the Management office during normal business hours within three (3) days of the date of service of the Notice. Should the resident fail to request an initial inspection, the HA will be discharged of its duty.

After the resident submits a request for an initial Move-Out inspection, the HA and the resident will schedule said inspection at a mutually agreed upon date and time. The inspection should be scheduled no earlier than two weeks before the termination of the Lease Agreement.

The HA will give the resident 48 hour prior written notice of the mutually agreed upon date and time. However, the HA and the resident may forego the 48 hour written notice by executing a written waiver. The HA will then proceed with the inspection whether the resident is present or not in the unit.

Upon the completion of the inspection, the HA will give the resident an itemized statement specifying the items that are in need of repair and/or cleaning which will be the basis for deductions from the security deposit. This itemized statement will be handed to the resident at the conclusion of the inspection or placed inside the unit (should the tenant not be present).

The resident will have the opportunity during the period from the completion of the initial inspection until termination of the Lease Agreement to remedy the deficiencies.

Following the final inspection, the HA may deduct from the security deposit items not cured, items which occurred after the initial inspection, or items not identified during the initial inspection due to the presence of the resident's possessions.

Emergency Inspections

The HA may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit. In addition, the HA may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Entry of Premises Notices

The HA will give 48 hour advance written notice prior to entering the unit for non-emergency inspections or repairs. Non-emergency entries to the unit will be made during reasonable hours of the day. For emergency inspections or repairs, no advance notice is required for the HA to enter the unit.

An adult family member must be present in the unit during the inspection or repair if there are children

present in the unit.

If no person is at home, the HA will enter the unit and conduct the inspection or repairs.

If no one is in the unit, the HA will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

Where the HA is conducting regular annual examinations of its housing units, the family will receive at least thirty days advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

The HA reserves the right to enter a unit, subject to the applicable notice, under the following conditions:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

Non-Inspection Emergency Entry

The HA staff will allow access to the unit to proper authorities when issues of health or safety of the resident are concerned.

Family Responsibility to Allow Inspection

It is a violation of the Lease Agreement for the resident to refuse to allow entry to the unit for the reasons set forth in this ACOP.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within 10 business days by HA staff. Should the resident "fail" the reinspection, the HA will conduct a unit inspection every thirty (30) days for a twelve (12) month period.

Should the family fail to comply with the reinspection, it can be a material breach of the lease and grounds for termination of tenancy.

More than one citation issued to a family who has purposely and for convenience disengaged the unit's smoke detector will be considered a violation of the lease.

Resident Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the resident's security deposit under state law.

N. GUEST POLICY

Residents shall obtain HA management written approval for the presence of any person not identified in the lease as a member of the resident's household who occupies the unit for 7 consecutive days within a twelve month period. The Executive Director or his/her designee has discretionary authority to approve the occupation of a unit beyond 7 days.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

The HA will consider:

Statements from neighbors and/or HA staff

Vehicle license plate verification

Post Office records

Driver's license verification

Law enforcement reports

Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA may terminate the family's lease since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible guest and not a family member. If both parents reside in Public Housing, only one parent shall be able to claim the child for deductions and for determination for the occupancy standards.

O. HOME OCCUPATIONS

The HA in its sole discretion, may authorize a unit to be used as a place for conducting a home occupation; provided that the unit is used primarily as a place of residence and the following conditions are met to assure that the use of the unit is consistent with residential use and will not disturb the peaceful enjoyment of the premises by other residents.

Criteria for Home Occupations

1. No construction, structural alteration or addition to the unit shall be permitted;

2. Not more than one room in a unit shall be primarily used in connection with the home occupation;

3. No special equipment or facilities other than furnishings, small tools, and hand-carried or light office machines shall be installed or utilized;

4. No persons other than residents of the HA shall work on the Premises in connection with the home occupation;

5. There shall be no excessive vehicular traffic to or from the unit by customers, salesmen, repairmen, service vehicles, deliverymen, messengers or others beyond the amount of such traffic generally incidental to residential uses;

6. No sound created by the operation of the home occupation shall raise the noise to a level which disturbs the neighbors or the housing complex;

7. No hazardous or offensive materials shall be stored or utilized;

8. No sign shall be displayed which in any way indicates the presence of a nonresidential activity;

9. There shall be no evidence of nonresidential activity visible from any point beyond the immediate premises where the home occupation is located;

10. Storage of goods and materials not associated with residential uses shall be limited and shall not create a safety or health impact such as, but not limited to, fire safety or blockage of passage ways;

11. Sale of firearms shall be prohibited.

12. The Property Manager shall have final approval of all Home Occupation activities.

CHAPTER 9
PET POLICY
[24 CFR 960.701]

INTRODUCTION

The purpose of this policy is to establish the HA's policy and procedures for ownership of common household pets in general occupancy developments and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

Animals That Assist Persons with Disabilities

In accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act, pet rules will not be applied to animals that assist persons with disabilities except as provided below:

There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;

There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;

The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

The presence of the assistance animal would fundamentally alter the nature of the provider's services.

To be excluded from the pet policy, the resident/pet owner must certify that:

There is a person with disabilities in the household; and

The animal has been trained to assist with the specified disability.

A. HA APPROVAL OF PETS

All pets must be approved in advance by the HA.

Pets must meet the HA's pet standards and the tenant and the PHA must enter into a Pet Agreement.

B. PET STANDARDS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Residents are not permitted to have more than one common household pet.

1. Dogs

   Maximum number: 1

   Maximum adult weight: 30 pounds

   Must be housebroken

   Must be spayed or neutered

   Must have all required inoculations

   Must be licensed as specified now or in the future by State law and local ordinance

   Any litter resulting from the pet must be removed from the unit as soon as the puppies are weaned or are eight weeks of age.

2. Cats

   Maximum number: 1

   Must be a household cat

   Must be spayed or neutered

   Must have all required inoculations

   Must be trained to use a litter box or other waste receptacle

   Must be licensed as specified now or in the future by State law or local ordinance

   Any litter resulting from the pet must be removed from the unit as soon as the kittens are weaned or are eight weeks of age.

3. Birds

   Maximum number: 3

   Must be enclosed in a cage at all times

4. Fish

   Maximum aquarium size: 10 gallons

   Must be maintained on an approved stand

. Rodents (rabbit, guinea pig, or hamster ONLY)

Maximum number: 1

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT "common household pets":

Domesticated dogs that exceed thirty pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a "vicious" dog is defined as, but not limited to:

(a) Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.

(b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.

(c) Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.

(d) Any dog breeds that have been determined to be "potentially dangerous" or "vicious" under California law or local animal control ordinance.

Wild, feral, or any other animals that are not amenable to routine human handling

Any poisonous animals of any kind

Fish in aquariums exceeding ten gallons in capacity

Non-human primates

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans

Snakes or other kinds of reptiles

Any other animal that, due to its size, nature, or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

C. REGISTRATION OF PETS

Pets must be registered with the HA ten (10) days before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual recertification.

Each pet owner must provide two color photographs of their pet(s) and display a "Pet Here" sticker, provided by the HA, which will be displayed on the front door of the unit at all times.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal To Register Pets

If the HA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The HA will refuse to register a pet if:

The pet is not a "common household pet" as defined in this policy;

Keeping the pet would violate any House Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The HA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must adhere to the following rules:

1. Agree that the resident is responsible and liable for all damages caused by their pet(s).

2. No animals may be tethered or chained inside the dwelling unit.

3. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.

4. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of $50. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

5. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

6. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.

7. All complaints of cruelty and all mammalian bites will be referred to animal control of applicable policy agency for investigation and enforcement.

8. Deceased pets shall be properly disposed by Fresno County Animal Control Services where applicable and shall not be disposed on Housing Authority property.

9. The right of management to enter dwelling unit upon receipt of notice from the HA.

10. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

11. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the HA accepts no responsibility for pets so removed.

12. That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

E. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: HA playgrounds, management offices, community centers, and recreation center areas.

F. FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of $200.00 per unit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet. The deposit fee shall not apply to

birds and fish.

The HA will refund the Pet Deposit to the resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The HA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the HA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HA as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the development if applicable.

G. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

Single bedroom dwelling units are limited to no more than one pet of any kind.

H. ADDITIONAL REQUIREMENTS

Pet owners must take precautions to eliminate pet odors.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents shall not feed stray animals; doing so, or keeping stray or unregistered animals will be considered having a pet without permission.

I. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $10 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

J. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

In the event the resident relocates to non-HA owned property (such as privately-owned apartment complex or hotel) at the request of the HA to complete emergency repairs to the resident's unit and/or to complete modernization and/or rehabilitation activities, the resident shall have the responsibility for the board and care of their pet during the duration of the resident's relocation to non-HA owned property.

K. RESPONSIBLE PARTIES

The resident will provide the following information when registering their pet: Name, address and telephone number of the veterinarian who will be providing regular care for the pet; name of the adult household member who will be primarily responsible for animal care; name and contact information for a household member who will return home in the event an animal experiences distress or causes a disturbance when left alone; contact information for a non-household member who will respond to emergency situations regarding the pet in question.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the Pet Rule Policy, the HA will serve a 30-Day Notice to Cure or Quit.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the HA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the HA, the HA may serve notice to remove the pet. The Notice shall contain:

A brief statement of the factual basis for the HA's determination of the Pet Rule that has been violated; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The HA may initiate procedure for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the HA after reasonable efforts cannot contact the responsible party, the HA may contact the appropriate State or local agency and request the removal of the pet.

P. EMERGENCIES

The HA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the HA to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

CHAPTER 10
STANDARDS FOR CONTINUED OCCUPANCY AND RECERTIFICATIONS
[24 CFR 5.613, 24 CFR 5.61524; 24 CFR Part 960, Subpart C]

INTRODUCTION

This chapter defines the HA's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for continued occupancy.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

- Qualify as a family as defined in this policy;
- Are in full compliance and able to abide with all the obligations and responsibilities described in the Lease Agreement;
- All family members are to have submitted their Social Security numbers (or have certifications on file that they do not have a Social Security number);
- For family members who have submitted required citizenship/eligible immigration status/noncontending documents.
- To comply with necessary and reasonable rules and program requirements of HUD and the HA; and
- To comply with local health and safety codes.
- Not to have committed fraud, bribery, or any other corrupt or criminal act.
- Misrepresentation of income or other eligibility factors to an agency other than the HA for example welfare fraud, is grounds for denial of assistance; and
- Non-compliance with any assistance programs and/or local law enforcement plus governmental agency may be denied assistance.
- All household members age 18 and over will be required to execute a consent form for a criminal background check as part of the annual recertification process.
- Are not subject to sex offender lifetime registration under a State sex offender registration program. *

* If the HA discovers that a current public housing resident is subject to sex offender lifetime registration under a State sex offender registration program, the HA will proceed with eviction of the resident. Families who fail to remove any household member(s), which includes minors 13 to 17 years of age, that are subject to a sex offender lifetime registration under a State sex offender registration program, will be evicted.

B. ANNUAL RECERTIFICATION

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. Families are required to report and certify this information by completing a Personal Declaration with the HA. Additionally, families must complete an Emergency Notification card annually at recertification.

Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit an annual recertification will be conducted and the anniversary date will not changed, but under no circumstances shall the annual recertification take place later than twelve months.

Recertification Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

During recertification, the HA staff shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, and signing the document. The document will be retained in the resident's file.

Recertification Notice Timeline

- First Reminder Notice A notice is mailed 120 days in advance of the recertification anniversary date. The resident is required to complete the personnel certification packet regarding their family composition, community service requirement, and incomes of all household members. The family must present all required documents at the time of their scheduled appointment.

- Second Reminder Notice If the resident fails to respond within 30 days of the First Reminder Notice, the PHA will provide a Second Reminder Notice approximately 90 days prior to the resident's recertification anniversary date informing the resident that his/her recertification information is due. The second notice contains the same information as the First Notice and a new appointment is scheduled for the resident's annual recertification.

- Third Reminder Notice / Notice of Intent to Terminate If the resident does not respond to the Second Reminder Notice before 60 days prior to the recertification anniversary date, the PHA will provide the resident a Third Reminder Notice no later than 60 days prior to the anniversary date. This notice serves as a 60-Day Notice to terminate assistance.

Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the HA will schedule the specific date and time of appointments in the written notification to the family.

Persons with Disabilities

Persons with disabilities, who are unable to come to the HA's office will be granted an accommodation of conducting the interview at the person's home/by mail/hospital, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The family is required to complete the Personal Declaration form, an Emergency Notification card and all household members age 18 and over will be required to execute a consent form for a Criminal Background Check as part of the annual recertification process.

Criminal Background Check

The HA will request a criminal background check of all adult members of the household as part of the eligibility process for continued occupancy on an annual basis. A criminal check will be requested 120 days prior to the resident's annual certification date.

Requirements to Attend

All adult family members will be required to attend the recertification interview and sign the Personal Declaration for continued occupancy; the Criminal Background Consent Form and HUD-Form 9886.

If the head of household is unable to attend the interview the appointment will be rescheduled as outlined in *Recertification Notice Timeline* of this Chapter..

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to five business days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HA**,** the HA will reschedule a second appointment.

Exceptions to these policies may be made by the Property Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required from the Family

In the notification letter to the family, the HA will include instructions for the family to bring the following:

Documentation of income for all family members

Documentation of liquid and non-liquid assets

Documentation to substantiate any deductions or allowances

Personal Declaration Form completed and signed by all adult family members

Completed Emergency Notification Card

Sign the Criminal Background Consent form and the HUD-9886 Consent form

Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

The continued eligibility of the resident as a *family* or as the *remaining member* of a family;

The unit size required by the family;

The amount of rent the family should pay.

Changes in the Tenant Rent

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, and a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

Tenant Rent Increases

If tenant rent increases, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the recertification is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the recertification processing by the HA.

C. REPORTING INTERIM CHANGES

Families must report within ten business days all changes in household composition to the HA between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the HA of the family member being added to the lease.

D. INTERIM RECERTIFICATION POLICY

Increases in Income to Be Reported

Families that select to pay flat rent are not required to report increases in income or assets.

If families elect to pay income-based rent, the family must report any of the following factors which could result in an increase in rent to management within ten business days of their occurrence:

- Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment such as unemployment or social security benefits.
- Change in family (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies).
- A change of source of income, such as moving from welfare benefits to employment income.
- An increase in income of $200/month or more.

Any other changes reported by residents electing to pay income-based rent, other than those list above, will not be processed between regularly scheduled annual recertifications.

Increases in Income and Rent Adjustments

The HA's policy is not to raise rent between annual recertifications, except in the case of a change in family composition and/ or source of income and/or an increase of $200/month or more.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the total tenant payment.

The HA will initiate third-party verification of the decrease in income no later than five (5) days after the resident reports the change to the HA. Upon completion of the third-party verification, the HA will process a rent adjustment to be effective the first day of the month following the month in which the HA completes the verification. If the reduction in income is reported after the HA's cut-off date for the following months rent set-up, Management will charge the resident the former, higher rent, subject to a credit when the circumstances of reduction are verified.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

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

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

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

Noncompliance with other welfare agency requirements.

Definition of "Covered Family"

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income"

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by the HA, based on written information supplied to the HA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim recertifications during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification Before Denying a Request to Reduce Rent

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

The HA will rely on the welfare agency's written notice to the HA regarding welfare sanctions.

Cooperation Agreements

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

The HA has taken a proactive approach to culminating an effective working relationship between the HA and the local welfare agency for the purpose of targeting economic self- sufficiency programs throughout the community that are available to public housing residents.

The HA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the HA denies the family's request to modify the amount, the HA will provide the resident with a notice of denial, which will include:

An explanation for the HA's determination of the amount of imputed welfare income

A statement that the resident may request a grievance hearing

If the resident requests a grievance hearing, the resident is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

F. OTHER INTERIM REPORTING ISSUES

An interim recertification will be scheduled for families with zero income every 90 days.

Any changes reported by residents other than those listed in this section will not be processed between regularly scheduled annual recertifications.

HA Errors

If the HA makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error. If the family had been undercharged as a result of the calculation error, the family will not be charged retroactively. If the family had been overcharged as a result of the calculation error, the family will receive a rent credit retroactively.

G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes for Reexaminations and Interims

The HA requires that families report changes, such as change in family composition, to the HA within ten business days of when the change occurs. Any information, document or signature needed from the family needed to verify the change must be provided at the time of the reported change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the HA), it will be considered untimely reporting.

Procedures When the Change Is Reported in a Timely Manner

The HA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

> Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice. It is the HA's policy to not process interim increases in Tenant Rent between regular annual recertifications except for a receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment, change in family (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies), a change of source of income and/or an increase in income of $200/month or more. The family must report any of the above factors which could result in an increase in rent to management within ten business days of their occurrence.
>
> Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

Procedures When the Change Is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim or annual recertification processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date the increase in income became effective. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement**.** The Repayment Agreement will require that the family pay 25% of the retroactive amount due and the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts under $2400 or 24 months for any amount in excess of $2400. (Refer to Chapter 14 for further guidance).

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the HA and not retroactively.

Procedures When the Change Is Not Processed by the HA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change and provides all information, documents and signatures in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the HA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

H. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the HA. The family must inform the HA and request approval of additional family members other than additions due to birth, adoption, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within ten business days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household [or spouse] that the member (who may be the head of household) removed is permanently absent.

Increase in Family Size

The HA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation

Addition of a minor who is a member of the nuclear family who had been living elsewhere

Addition of a HA-approved live-in attendant

Addition of any relation of the Head or Spouse

Addition due to birth, adoption or court-awarded custody

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

Definition of Temporarily/Permanently Absent

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the HA before they move out of a unit in accordance with the lease and to give the HA information about any family absence from the unit.

"Absence" means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the HA may:

Conduct a home visit

Write letters to the family at the unit

Post letters on exterior door

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with Post Office for forwarding address

Contact emergency contact

If the entire family is absent from the unit for more than 14 consecutive days, whether or not rent has been paid, the unit will be considered to be abandoned and the HA will terminate the Lease Agreement.

As a reasonable accommodation for a person with a disability, the HA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

Absence of Any Member

Any member of the household will be considered permanently absent and removed from the lease if s/he is away from the unit for 60 days in a 12-month period except as otherwise provided in this chapter.

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 120 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current. A resident may request in writing to have a longer absence approved. The HA has full discretion of approval, and will make determinations on a case by case basis.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy.

Absence Due to Incarceration

If the sole member is incarcerated for more than 60 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 60 consecutive days. The rent and other charges must remain current during this period.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than120 days from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the HA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household nor the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 30 calendar days. This will be noted as an exception to the HA's Visitor Policy.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the HA will secure

verification from social services staff or the attorney as to the status.

The HA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When the HA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The HA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

I. REMAINING MEMBER OF RESIDENT FAMILY—RETENTION OF UNIT

To be considered the remaining member of the resident family, the person must have been previously approved by the HA to be living in the unit and must have signed the lease.

A minor who is a remaining family member will be authorized to remain in the unit by establishing emancipation or by adding another adult, who has been determined eligible and suitable by the HA, to the Lease. When such situations arise, the HA will work with the minor's advocate, which may be another adult relative or caseworker, to determine the appropriate course of action and time necessary for the minor to meet one of the two criteria to remain in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

J. CHANGES IN UNIT SIZE

The HA shall grant exceptions from the occupancy standards if the family requests and the HA determines the exceptions are justified according to this policy.

The HA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested. (Reference chapter on Occupancy Standards.)

K. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-Citizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If the mixed families do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See chapter titled "Factors Related to Total Tenant Payment Determination"). The HA may no longer offer temporary deferral of termination (see chapter on Lease Terminations).

L. SCREENING FOR DRUG-RELATED AND/OR CRIMINAL ACTIVITY

It is the intention of the Housing Authority to administer a policy that maintains decent, safe, and sanitary public housing. All screening procedures shall be administered fairly and in such a way as to not discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups as well as not in violation of the right to privacy.

The HA will obtain criminal history information from State and/or local law enforcement agencies, and the FBI on all residents over the age of eighteen for the purpose of determining resident suitability.

All residents to the public housing program will be screened for drug-related, violent- and other criminal activity during the suitability review process. The HA defines criminal activity in the following manner:

Drug-Related Criminal Activity: the illegal manufacture, sale, distribution, use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. [24 CFR 5.100}

Violent Criminal Activity: any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property. [24 CFR 5.100]

Any criminal activity that subjects a member of the resident's household to be subject to sex offender lifetime registration under a State sex offender registration program.

Other Criminal Activity: any criminal activity including, but not limited to, violent criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of the HA. [24 CFR 960.203 (c) (3)]

M. MANDATORY TERMINATION OF ASSISTANCE

HUD regulations require mandatory terminate of assistance for the following reasons:

- The HA will terminate assistance to those residents convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing, in accordance with HUD regulations.

- A resident evicted from federally assisted housing by reason of drug-related criminal activity within the five year period shall be terminated.

- The HA will deny continue occupancy to residents where it is determined that there is a *pattern* of illegal use of a controlled substance or abuse of alcohol by the resident. The HA will consider the illegal use of a controlled substance or abuse of alcohol a "pattern" where there is more than three (3) incidents during the previous 24 months.

- Current illegal drug use for any household members – if the HA determines that any household member is ***currently engaged in*** any illegal use of a drug and/or possession.

- In accordance with 24 CFR 960.204 (a)(4), the HA will deny continue occupancy to public housing for any resident who is subject to sex offender lifetime registration under a State sex offender registration program.

- In accordance Section 576 (C) of the Quality Housing and Work Responsibility Act of 1998, the HA will deny continued occupancy to public housing for any resident who has engaged in violent criminal activity within the last five years however depending upon the seriousness of the crime committed the prohibition would be up to seven years from the date of the offense.

HUD and the HA has defined the following clarifiers:

- ***"Pattern of abuse"*** is defined as the use and/or possession of a controlled substance or alcohol if there is more than three (3) incident during the previous 24 months.

- ***"Incident"*** includes but is not limited to arrest, convictions, no contest pleas, fines and city ordinance violations.

- ***"Currently engaged in"*** as any use or possession of illegal drugs during the previous twelve months.

- ***"Abusive or violent behavior toward HA personnel"*** includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate, may be cause for denial of admission.

- ***"Threatened"*** refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In determining reasonable cause, the HA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. The HA will also consider evidence from treatment providers or community-based organizations providing services to household members.

N. <u>ADDITIONAL PROHIBITIONS</u>

The HA may at any time terminate assistance for any of the following reasons:

- Family Violates Any Family Obligations: If the family violates any family obligations under the public housing program;
- Past Termination from a HA Program: If the HA has ever terminated assistance under the program for any member of the family;
- Outstanding Debt: If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act;
- Fraud, Bribery, or Other Corrupt or Criminal Act Within a Federal Housing Program: If any family member has committed such acts in connection with a Federal housing program.
- Actual or Threatened Abusive or Violent Behavior Toward HA Personnel: If the family has engaged in or threatened abusive or violent behavior toward HA personnel.
- Repayment Breach with a HA: If the family breaches an agreement owed to a HA.
- Actual physical abuse or violence will always be cause for denial of for continue occupancy.

The HA may prohibit continued occupancy of a household to the program if the HA determines that any household member has a history of any of the following:

a. Drug-related criminal activity;
b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;
c. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HA (including a HA employee or a HA contractor, subcontractor or agent); or
d. Violent criminal activity.

Period of time prohibited from continued occupancy for a, b and c above would be up to three years from the date of the offense. Period of time prohibited for item "d" above would be up to five years from the date of offense; however depending upon the seriousness of the crime committed the prohibition would be up to seven years from the date of the offense.

O. OTHER SUITABILITY FACTORS FOR CONTINUE OCCUPANCY

Screening Residents Who Claim Mitigating Circumstances

In determining whether to terminate continue occupancy to public housing based on a pattern of illegal use of a controlled substance or abuse of alcohol by an resident, and/or prior eviction from federally assisted housing by reason of drug-related criminal activity, the HA may consider the following mitigating factors:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is willing to continue with counseling and support activities and is no longer engaging in the illegal use

of a controlled substance or abuse of alcohol (as applicable);

2. Has otherwise been rehabilitated successfully and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or

3. Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

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

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

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

Examples of mitigating circumstances:

Evidence of successful rehabilitation;

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

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the resident will qualify for continued occupancy. The HA will consider such circumstances in light of:

The resident's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and the resident's overall performance with respect to all the screening requirements.

P. DOCUMENTATION OF FINDINGS

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

Criminal Activity—includes the activities listed in the definition of criminal activity in this chapter.

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

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

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

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

Initiating Threats—or behaving in a manner indicating an intent to assault employees or other residents.

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

Non-Payment of Rightful Obligations—including rent and/or utilities and other charges owed to the HA or any other HA.

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

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

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

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

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

Q. PROHIBITED CRITERIA FOR TERMINATION OF CONTINUED OCCUPANCY

The HA shall not terminate continued occupancy to a resident on the basis that such resident:

Has no income;

Is not employed;

Does not participate in a job-training program;

Will not apply for various welfares or benefit programs;

Has a child (or children);

Has children born out of wedlock;

Is on welfare;

Is a student;

Is or had been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provide greater protection than this section for victims of domestic violence, dating violence, or stalking.

R. TERMINATION OF ASSISTANCE FOR CONTINUED OCCUPANCY

If the HA obtains criminal record information from a State or local agency showing that a household member has been convicted of a crime as outlined in this chapter, the HA may issue a thirty (30) day notice to terminate assistance.

CHAPTER 11
LEASE TERMINATIONS
[24 CFR 966.4]

INTRODUCTION

The HA may terminate tenancy for a family based on the resident's action(s) or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the Lease Agreement. This chapter describes the HA's policies for notification of lease termination and provisions of the Lease Agreement.

A. TERMINATION BY RESIDENT

The resident may terminate their Lease Agreement by providing the HA with a written thirty-day advance notice as defined in the Lease Agreement The HA in its sole discretion, may reinstate the tenancy of a family 120 days after move-out. The resident must have been in good standing with the HA. Good standing means the resident has demonstrated prompt rent paying habits; the resident demonstrated and maintained adequate housekeeping standards; the resident has a good overall record since living in public housing.

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B. TERMINATION BY HA

The lease may be terminated at any time by the HA who shall give written notice for serious or repeated violation of the terms of the lease, such as, but not limited to:

Criminal activity

Residents must refrain from and ensure that household members and guests refrain from engaging in drug-related and/or violent criminal activity on or off the housing development premises.

The illegal manufacture, sale, distribution or use of, or possession with the intent to manufacture, sell, distribute or use, a controlled substance constitutes a drug-related criminal activity.

Residents on or off the housing development premises and having a controlled substance in his/her system are in violation of the lease.

Alcohol abuse that the HA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Physically or verbally abusive behavior toward residents and/or HA staff

Committing of any of the above acts is a material breach of the lease and may result in termination of tenancy on three days notice.

Sex offender lifetime registrants

Being subject to sex offender lifetime registration under a State sex offender registration program will be grounds for eviction.

For families, failure to remove any household member(s) that are subject to a sex offender lifetime registration under a State sex offender registration program will result in eviction of the family.

Additional Cause for Termination

Nonpayment of rent or other charges due under the Lease, or chronic late payment of rent (4 times in 12 months is considered chronic)

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers

Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, except as approved by the HA for a home based occupation

Failure to abide by reasonable rules made by the HA for the benefit and well being of the housing development and the Residents

Failure to abide by applicable building and housing codes materially affecting health or safety

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, in a safe manner

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development buildings, facilities, equipment, or common areas

Non-compliance with Non-Citizen Requirements

Other good cause

C. NOTIFICATION REQUIREMENTS

The HA's written notice of lease termination will state the reason for the proposed termination, the date of termination, and the rights and protections afforded the resident by the regulations and this policy. (See chapter on Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to resident or adult member of the household or posted on the unit; and in all cases sent by first class mail addressed to the resident at the unit.

Timing of the Notice

If the HA terminates the lease, written notice will be given as follows:

Fourteen (14) calendar days in the case of failure to pay rent;

Three (3) calendar days when the health or safety of other residents or HA employees is threatened.

Thirty (30) calendar days in all other cases.

Following the eviction for drug-related criminal activity, the HA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for drug-related criminal activity.

D. CRIMINAL ACTIVITY

The HA shall terminate the lease if any family member is convicted of manufacturing or producing methamphetamine on the premises of the housing development in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The HA may terminate the lease in cases where the HA determines there is reasonable cause to believe that a family member, or a guest of a family member, is illegally using or in possession of a controlled substance or engages in drug-related criminal or violent criminal activity. The same will apply if it is determined that a family member, or a guest of a family member, abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the HA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The HA will consider the use of a controlled substance or alcohol to be a "pattern" if there is three or more incidents in the previous 24-month period.

"Engages in" drug related criminal or violent criminal activity means any act by a family member, or guest of a family member, which involved drug-related criminal or violent criminal activity which may or may not have resulted in the arrest and/or conviction of the family member, or guest of a family member.

In evaluating whether to terminate the lease, the HA will give fair consideration to the seriousness of the activity, and/or likelihood of favorable conduct in the future (including evidence of rehabilitation).

The HA will also consider whether:

The person demonstrates successful completion of a credible rehabilitation program approved by the HA, and is willing to continue in a supportive program approved by the HA; or

The individual involved in drug-related criminal activity is no longer in the household due to incarceration.

If the HA determines not to terminate the lease, and permit continued occupancy, the HA may require the family accept imposed conditions such as that the involved family member(s) does not reside in or visit the unit. The HA will consider evidence that the person is no longer in the household such as a divorce decree/incarceration/ death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence.

E. VAWA

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

Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy, if the tenant, or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

The HA retains the authority to terminate the tenancy of a victim under either of the following conditions:

> The termination is for a lease violation not premised on the act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household, and the HA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict.
>
> The HA can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the property if the tenancy of the victim is not terminated.

F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96 or up to 18 months if granted after 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the HA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

CHAPTER 12
PROGRAM INTEGRITY

INTRODUCTION

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Fraud and abuse by a participant or applicant therefore, may constitute an intentional misrepresentation of income, assets, and allowances, or intentional misrepresentation of family composition or initiating and participating in bribes or other illegal activities. Intentional may mean a claim that a participant or applicant *knows or has reason to know* is false, fictitious, or fraudulent. *Knows or has reason to know* may mean a person acts in deliberate ignorance of the truth or acts in reckless disregard of the truth or falsity of the claim or statement.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The HA does not intend to undertake an inquiry or an audit of a participant family arbitrarily. The HA's expectation is that families will comply with HUD requirements, provisions of the lease, and other program rules. The HA staff will make an effort (formally and informally) to orient and educate all families in order to avoid unintentional violations**.** However, the HA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the HA' s attention, to investigate such claims.

The HA may initiate an investigation of a participant family in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips: Referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a participant family is in noncompliance with, or otherwise violating the lease or the program rules**.** Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable**.** A notation of the allegation will be retained in the participant family file.

Internal File Review: If the HA staff discovers (as a function of a (re)certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation: If the HA receives independent verification or documentation, which conflicts with representations in the participant family file (such as public record information, credit bureau reports, or reports from other agencies).

B. STEPS TO HELP PREVENT PROGRAM ABUSE AND FRAUD

Management and program staff utilize various methods and practices (listed below) to help prevent program abuse, noncompliance, and willful violations of program rules by applicants and participant families**.** This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by participant families.

Things You Should Know (HUD-1140-OIG): This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all participant families / applicants to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.

Program Orientation Session: Mandatory orientations sessions will be conducted by HA staff for all prospective participant families either prior to or upon execution of the lease**.** At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Things You Should Know" (HUD-1140-OIG) form to confirm that all rules and pertinent regulations were explained to him/her regarding fraud and abuse.

Participant Family Counseling: HA staff will routinely provide participant family counseling as a part of the recertification interview in order to clarify any confusion pertaining to program rules and requirements**.**

Use of Instructive Sign and Warnings: Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Review and Explanation of Forms: During interviews, staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

C. STEPS TO DETECT PROGRAM ABUSE AND FRAUD

HA staff will be trained to maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each family file will be reviewed. Such reviews may include, but are not limited to:

1. Changes in reported Social Security Numbers or dates of birth.
2. Authenticity of file documents.
3. Ratio between reported income and expenditures.
4. Review of signatures for consistency with previously signed file documents.
5. Assurance that verification of all income and deduction is present.

Observation. Management and program staff (to include maintenance personnel and policing authorities) will be provided to maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income and assets, including personnel and real property.

Public Record Bulletins. Reviewed by management and staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance

Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit Bureau inquiries may be made in the following circumstances:

1. Application Process.
2. Annual Re-certification.
3. When an allegation is received by the HA wherein unreported income sources are disclosed.
4. When a family's expenditures exceed his/her reported income, and no plausible explanation is given.

Enterprise Income Verification (EIV) Inquiries. Enterprise Income Verification is a system that enables PHAs to verify participant reported income and identify households that may have under reported their households annual income. EIV inquires may be made in the following circumstances:

1. Annual Re-certification.
2. When an allegation is received by the HA wherein unreported income sources are disclosed.
3. When a family's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

HA staff will encourage all families to report suspected abuse to the District Manager. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The HA will not follow up on allegations which are vague or otherwise nonspecific. They will only review allegations, which contain one or more independently verifiable facts.

Preliminary File Review

An internal file review will be conducted to determine if the subject of the allegation is a participant family of a Housing Programs Department assisted program and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review

If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the staff person who discovered the discrepancy will initiate an investigation to determine if the allegation is true or

false

Interviews with Head of Household and/or Family Members

The HA staff person will discuss the allegation (or details thereof) with the head of household and/or family members by scheduling an appointment at the site office with the District Manager. If necessary, an additional staff person may attend such interviews. If appropriate, current consent for release of information forms will be obtained to assist in the HA review.

Enterprise Income Verification (EIV) Inquiries

The HA will conduct Enterprise Income Verification inquires to identify households that may have under reported their households annual income.

E. HOW THE HA REVIEWS ALLEGATIONS OF ABUSE AND FRAUD

If the HA determines that an allegation or referral warrants follow-up, HA staff will conduct the review. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HA will ensure, where required, that a written authorization from the program participant for the release of information has been obtained.

Credit Bureau Inquiries (CBIs) In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

IRS Request for IRS Returns or W-2's may be required.

Verification of Credit In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.

Neighbors/Witnesses Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

Other Agencies Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records If relevant, the HA will review public records kept in any jurisdictional courthouse or county recorder's office. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA

Documents and other evidence obtained by the HA during the course of an investigation. Will be considered "work product" and will be kept in a separate "work file." The work file will be kept locked. Such cases under review will not be discussed among the HA staff unless they are involved in the process, or have information, which may assist in the investigation.

The HA will maintain a Fraud Data Base System (FDBS), which will document the status of the cases and additional information in order to provide a tracking devise for all fraud cases. Access of the FDBS will be limited to the Executive Director, Director of Housing Programs, the Assistant Director of Housing Programs, and/or their designees.

In addition, the HA will track all repayment agreements resulting from an investigation to ensure families are staying current on their repayment agreements

G. EVAULATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HA staff will review the facts to determine:

1. The type of violation (non-compliance, fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the tenant?
4. If the family is eligible for continued assistance.

Intentional Misrepresentations

When a family falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the family, an evaluation will determine whether or not:

1. The family had knowledge that his/her actions were wrong, and

2. That the family willfully violated a program requirement, a Family Obligation, or committed a serious violation of the lease.

Knowledge that the Action or Inaction Was Wrong

This will be evaluated by determining if the family was made aware of program requirements and prohibitions. The family's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The Family Willfully Violated the Law

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the family of the misrepresentation.

2. That the act was done repeatedly.

3. If a false name or Social Security Number was used.

4. If there were admissions to others of the illegal action or omission.

5. That the family omitted material facts, which were known to them (e.g., employment of self or other household member).

6. That the family falsified, forged or altered documents.

7. That the family conveyed and certified to statements during a rent (re)determination which were later independently verified to be false.

H. NOTIFICATION OF INVESTIGATION RESULTS

The family will be notified by mail of the proposed action no later than ten (10) business days after the conclusion of the Family Conference advising the family that:

- No fraud or misrepresentation was found
- Fraud or misrepresentation was found, but no restitution is owed
- Fraud or misrepresentation was found, and restitution is due the HA

Where due process is required, the notice to the family will comply with the policy in the Appeals/Grievance chapter of this Plan giving the family 10 calendar days by which to request an appeal. If the family does not reply in this timeframe, the HA will proceed to issue the Final Termination Notice.

I. DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Civil Remedies: The HA may:

1. Terminate tenancy and demand payment of restitution in full.
2. Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.
3. Terminate assistance and/or pursue restitution through civil litigation.

4. Terminate assistance and seek recovery through garnishment of wages or other forms of collection.
5. Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.

Criminal Referral : If the HA believes that the case meets the criteria established by the HA for prosecution, the HA may refer the case to other enforcement agencies.

Termination by the HA

In any event, and at the sole discretion of the HA, the HA may terminate a public housing tenancy for a material breach of the lease for discovery of material false statements or fraud, including but not limited to misrepresentation of facts, omitted pertinent information, or failure to inform Management of information it requires for an annual re-certification or interim adjustments, by the family or family member in connection with an application for assistance, with re-certification, or reexamination of income.

J. FRAUD AND PROGRAM ABUSE RECOVERIES

The HA may retain a portion of program fraud losses that the HA recovers from a family or owner through litigation, court order, or a repayment agreement.

The HA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. Regulations at 24 CFR 792.202 permit the HA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that the HA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing.

If HUD incurs costs on behalf of the HA related to the collection, these costs must be deducted from the amount retained by the HA.

CHAPTER 13
GRIEVANCES AND APPEALS
[24 CFR 966.50–966.57]

INTRODUCTION

This chapter describes the policies to be used when applicants or residents disagree with a HA decision. It is the policy of the HA that all applicants and residents have the benefit of all appeal/grievance rights due to them under the law.

PART I: APPEALS

A. APPEALS BY APPLICANTS

Applicants who are determined ineligible because they do not meet the HA's admission standards, will be given prompt written notification stating reason for the determination and the procedure for requesting an informal hearing. Applicants must submit their request for an informal hearing in writing to the HA within ten days from the date of the notification of their ineligibility.

Except for an applicant caused delay(s), if an applicant requests an informal hearing, the HA will schedule the hearing to be held within ten business days of receiving the request. The HA will notify the applicant of the time, date, and location.

An impartial hearing officer will conduct informal hearings. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of such person.

The hearing officer will consider documentation or evidence provided by the applicant and data compiled by the HA. The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within ten business days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedure for public housing residents is not applicable to applicants, and applicants have no rights under the HA's grievance procedures.

B. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family in a HA unit pursuant to a lease may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

INS Determination of Ineligibility

If a family member or applicant claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or resident within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family or applicant appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for a HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of the INS decision.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and residents. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will deny the applicant family.

If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

> If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied assistance.
>
> Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Resident Rent and Total Resident Payment.
>
> Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

PART II: GRIEVANCE PROCEDURES

A. DEFINITIONS

Grievance

Any dispute that a resident may have with respect to an HA action or failure to act in accordance with the individual resident's lease or HA regulations that adversely affects the individual resident's rights, duties, welfare, or status. Grievance does not include disputes between residents not involving the HA; to class grievances such as rent strikes; as a forum for initiating or renegotiating policy changes between groups of residents and the HA Board of Commissioners; nor to an eviction based upon violent criminal activity or drug-related criminal activity.

Complainant

Any resident whose grievance is presented to the HA or at the site/management office.

Hearing Officer

A person selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

VAWA

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

Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy, if the tenant, or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

B. APPLICABILITY

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or HA employees, or

Any drug-related criminal activity on or off such premises.

C. INFORMAL HEARING

Any grievance shall be presented in writing through a "Grievance Request Form" submitted to the HA office or to the housing management office who sent the notice on which the grievance is based. Written grievances must be signed by the resident/applicant. Except for resident/applicant caused delay(s), the grievance must be presented within ten (10) business days after receipt of the notice on which the grievance is based. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The HA will provide reasonable accommodation for persons with disabilities to participate in the informal hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing. A formal hearing is only for current residents.

A designated HA representative shall hold an informal hearing with the resident/applicant within ten (10) business days of receipt of the grievance.

If the complainant fails to appear within 30 minutes of the scheduled time, the HA representative may determine that the complainant has waived their right to a hearing.

When the informal hearing is completed and within (10) business days, the HA representative is to complete a summary report. The report will include the date of the informal hearing, names of participants, nature of the disposition of the complaint and supporting reasons, date on which corrective action will be completed, if necessary, as well as procedures and final date by which a hearing may be obtained if the grievance has not been resolved at this level. One copy will be filed in the resident's file.

1.Dissatisfaction with Informal Hearing

If the resident, also known as the complainant, is dissatisfied with the proposed disposition of the grievance, s/he shall submit a "Grievance Request Form" requesting a formal hearing within ten (10) business days of the date of the summary of the informal meeting.

The request must specify the reason for the grievance request and the relief sought.

2. Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within ten (10) business days of the date of service of the informal hearing decision, s/he waives his/her right to a hearing, and the HA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the HA's disposition in an appropriate judicial proceeding.

D. FORMAL HEARING

After exhausting the informal hearing procedures outlined above, a complainant shall be entitled to a formal hearing before a hearing officer.

The head of household must attend the formal hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the hearing officer may determine that the complainant has waived their right to a hearing.

The HA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

1. Formal Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the HA other than the person who made or approved the HA action under review, or a subordinate of such person.

Hearing Officer shall be appointed by the Housing Authority through an approved list of hearing officers or through an organization approved by the Executive Director of the Housing Authority.

Each party may challenge the hearing officer for good cause and must file an objection stating reason prior to start of hearing.

2. Notifying Hearing Officer to Administer Hearing Proceedings

The designated HA representative will send written notification to the hearing officer with a copy of the grievance/complaint form, the informal hearing summary report, and a copy of the request for formal hearing.

The designated HA representative advises the hearing officer of name(s) and address(es) of all participants.

The hearing officer notifies all parties as to date, time and place of hearing.

E. PROCEDURES TO OBTAIN A HEARING

Informal Hearing Prerequisite

All grievances must be presented pursuant to the informal hearing procedure as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal hearing if, and only if, the complainant can show good cause why s/he failed to proceed informally.

Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the HA claims is due, the complainant shall pay to the HA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The complainant shall thereafter give the HA their monthly rent and the HA will deposit the monthly rent into an escrow account each month until the complaint is resolved by decision of the hearing officer.

The HA will waive these escrow requirements if the complainant is paying minimum rent and the grievance is based on a request for hardship exemption or imputed welfare income.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the HA's disposition of the grievance in any appropriate judicial proceeding.

Scheduling

If the complainant complies with the procedures outlined above, a hearing shall be scheduled promptly by the HA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate HA official.

The HA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

F. HEARING PROCEDURES

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

> The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of the HA that are relevant to the hearing with at least a 24 hour notice prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the HA at the hearing. The cost for the document reproduction will be.50 cent for the first page and .30 cent per page thereafter. Research time is to be compensated at $20 per hour or $5 per quarter hour or fraction thereof.
>
> The HA shall also have the opportunity to examine and to copy at the expense of the HA all documents, records and statements that the resident plans to submit during the hearing to refute the HA's inaction or proposed action. Any documents not so made available to the HA may not be relied upon at the hearing.
>
> The right to a private hearing unless otherwise requested by the complainant.
>
> The right to be represented by counsel or other person chosen as a representative.
>
> The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the HA, and to confront and cross-examine all witnesses upon whose testimony or information the HA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and
>
> The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the hearing officer may determine that the complainant has waived their right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is

directed.

The hearing shall be conducted by the hearing officer as follows:

> Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
>
> The hearing officer shall require the HA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing officer to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

Either party may request a tape recording of the hearing. The HA shall provide equipment and an operator for the purpose of recording the hearing. The complainant may secure a duplicate at his/her expense.

G. DECISIONS OF THE HEARING OFFICER

The hearing officer shall mail to the HA and the complainant a written decision, including the reasons for the decision, within 10 business days for public housing following the hearing. The HA will place one copy in the resident files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer shall be binding on the HA which shall take all actions necessary to carry out the decision, unless the Board of Commissioners intervene in the matter. The Board of Commissioners may overturn a hearing officer's decision in either of the following two situations:

> The grievance does not concern the HA action or failure to act in accordance with or involving the complainant's lease or HA regulations that adversely affect the complainant's rights, duties, welfare or status.
>
> The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the HA.

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

Any grievance in which the Resident claims a right under VAWA, a hearing officer will not issue a decision and instead will postpone the hearing until such time as a decision on the VAWA request has been made in compliance with all VAWA references made in this ACOP.

H. HA EVICTION ACTIONS

If a resident has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a HA notice of termination of tenancy, and the hearing officer upholds the HA action, the HA shall not commence an eviction action until the notice of termination of tenancy expires. The notice of termination tolls pending the grievance hearing procedures. As the notice of termination tolls, rent shall be due and owing during and pending the grievance hearing procedures.

CHAPTER 14
FAMILY DEBTS TO THE HOUSING AUTHORITY

INTRODUCTION

This chapter describes the HA's policies and guidelines for the recovery of debts and the use of repayment agreements. Before a debt is assessed against a family, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family, as appropriate.

When families owe money to the HA, every effort will be made to collect the debt. A variety of collection tools to recover debts may be used including, but not limited to:

Requests for lump sum payments

Repayment agreements

Abatements

Deductions

Collection agencies

Credit bureaus

Civil suits

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement is a document entered into between the HA and the resident who owes a debt to the HA. The Repayment Agreement contains an acknowledgment by the person of the debt in a specific amount, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

If a repayment agreement is to be entered into, the HA will require that the family pay an initial 25% lump sum with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months. The maximum amount for which the HA will enter into a payment agreement with a family is $10,000.

Late Payments

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may do one or more of the following:

Require the family to pay the entire amount that has not been paid timely plus the current month's payment in order to avoid termination of tenancy, or

Require the family to pay the balance in full in order to avoid termination of tenancy, or

Pursue civil collection of the balance due, or

Terminate the tenancy.

Requests to Move

If the family requests a move to another unit and has a repayment agreement in place and the repayment agreement is not in arrears, the family may be required to pay the balance in full prior to moving to the new unit.

If the family requests a move to another unit and is in arrears on a repayment agreement, unless they pay the balance in full, the request will be denied.

Under special circumstances, the HA may make an exception and allow a family to move without paying the entire balance of the debt if the family is current with its payments. The HA may also allow a family who is in arrears to become current in order to process a move if the move is for one of the following reasons:

A natural disaster.

The unit is uninhabitable or has major UPCS deficiencies that are not the result of a family action or inaction.

A life-threatening situation, such as the family is a witness to or a victim of a crime and must move for safety reasons. The family will be required to provide proof in such cases.

Guidelines for Repayment Agreements

The HA may not agree to a repayment agreement if the family already has a Repayment Agreement in place, or if the family has breached previous Repayment Agreements.

The HA, at its sole discretion, will determine on a case-by-case basis whether or not to offer a family a repayment agreement for monies owed to the HA. All Repayment Agreements must be approved by a District Manager.

Repayment Agreements will be executed between the HA and the head of household or other adult family member.

The HA may approve in writing a decrease in the monthly payments, either temporary or permanent, in cases of hardship after receiving from the family a written request for a decrease and verification of hardship.

Additional Debt Incurred: If the family has a Repayment Agreement in place and incurs an additional debt to the HA:

> The HA may choose, at its discretion, to agree to more than one Repayment Agreement at a time with the same family.
>
> If a Repayment Agreement is in arrears more than 30 days, any new debts must be paid in full.

B. FAMILY DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> Constitutes a false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead the Housing Authority.

Immediate Payment of Retroactive Rent Where Debt is the Result of Resident Misrepresentation or Failure to Disclose Material Information

If the Resident submits false information on any application, Personal Declaration, certification documents or request for interim adjustment or does not report interim changes in family income or other factors as required by his/her Lease Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Resident agrees to reimburse the HA for the difference between the rent he/she should have paid and the rent he/she was charged. The HA, in its sole discretion, may terminate the Lease for a material breach and/or may make the rent increase retroactive to the date the income increased. If the HA determines that a Resident is liable for the payment of Retroactive Rent, the resulting retroactive rent amount, shall be paid immediately by the Resident.

A decision by the HA to accept the payment of Retroactive Rent from a Resident, shall not constitute a waiver of its right to either terminate the Lease or otherwise pursue any additional actions allowable under Federal, State or local law.

Payment of Retroactive Rent Where Debt Is Not the Result of Resident Misrepresentation or Failure to Disclose Material Information

The HA, in its sole discretion, may enter into a Repayment Agreement for a debt to the HA that did not result from the Resident's submission of false information on any application, Personal Declaration, certification documents or request for interim adjustment or from a failure to report interim changes in family income or other factors as required by his/her Lease Agreement. (i.e. employer supplies inaccurate earnings)

C. REPAYMENT AGREEMENTS AT CONCLUSION OF TENANCY OR RESOLUTION OF EVICTION PROCEEDINGS

The HA may enter into a repayment agreement in resolution of a debt incurred by a Resident during the course of his or her tenancy where the Resident has indicated his or her intent to voluntarily vacate. The HA may also enter into a repayment agreement in resolution of either a notice to terminate or not renew a tenancy. The terms of such agreements shall be determined at the discretion of the HA.

D. FAMILY DEBTS PAID IN FULL

If the HA determines not to enter into a repayment agreement, or if the repayment agreement is breached and the HA demands payment of the balance in full, the family must pay the full amount due and owing in one lump sum. If the family fails to pay, the HA may pursue collection through a collection agency or a civil action and may notify credit agencies of the debt. Whether or not the amount is paid, the HA does not waive its right to take other action including termination of tenancy or referral for criminal prosecution in appropriate cases.

E. PROGRAM FRAUD

If a family owes an amount which equals or exceeds $10,000, as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the HA will refer the case for criminal prosecution.

CHAPTER 15
COMMUNITY SERVICE REQUIREMENT
[24 CFR Part 960 Subpart F and 24 CFR 903.7]

A. REQUIREMENT

Except for any adult resident who is an exempt individual, each adult resident of public housing shall:

1. Contribute eight (8) hours per month of community service (not including political activities); or

2. Participate in an economic self-sufficiency program for eight (8) hours per month; or

3. Perform eight (8) hours per month of combined activities.

B. EXEMPTIONS

The Housing Authority shall provide an exemption from the community service requirement for any adult resident who meets the following HUD exemption criteria:

1. Is 62 years of age or older;

2. Is a blind or disabled individual, as defined under section 216(I)(1) of 1614 of the Social Security Act (42 U.S.C. 416 (I)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or:

3. Is a primary caretaker of such individual;

4. Is engaged in a work activity as defined in section 407(d) of the Social Security Act;

5. Meets the requirements for being exempt from having to engage in a work activity under the State program funded under part A of Title IV of the Social Security Act, or under any other welfare program of the State in which the public housing authority is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The Housing Authority will re-verify exemption status at the annual recertification except for adult residents who are 62 years of age or older.

At any time shall an adult resident experience a change in status that would make such individual exempt from the community service requirement, he/she must report the change in status within five (5) business days to the site management office. The HOUSING AUTHORITY will verify the exemption status of the requesting adult resident before authorizing non-exemption from the community service requirement.

At any time shall an adult resident experience a change in status that would make such individual non-exempt from the community service requirement, he/she must report the change in status within five (5) business days to the site management office. The non-exempt adult resident shall only be responsible for the balance of

community service hours to be completed before the annual recertification.

C. SATISFYING THE COMMUNITY SERVICE REQUIREMENT

Activities that satisfy the Community Service Requirement include, but are not limited to, the following:

1. Participation in a Family Learning Center Literacy Program as a reading tutor and/or reading listener.

2. Participation in activities which support the Family Learning Center, such as, but not limited to, after-school tutoring, summer programs, being a chaperone for educational field trips, assisting with events and programs related to youth/adult education and literacy.

3. Participation in the site Resident Council as an elected board member or performing activities related to the Resident Council that total eight (8) hours per month.

4. Participation in activities which support the Family Resource Center, such as, but not limited to, being a chaperone for youth and senior field trips, assisting with community events and family/youth programs, and other activities related to youth development, recreation, and family self-sufficiency.

In addition to the activities stated above, participation in an economic self-sufficiency program satisfies the community service requirement. HUD defines economic self-sufficiency as: any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Economic self-sufficiency programs include: job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management skills training, apprenticeship, or any other program necessary to ready a participant for employment.

In addition to the activities listed above, the HOUSING AUTHORITY authorizes the following economic self-sufficiency activities:

Participation in the HOUSING AUTHORITY Family Self Sufficiency Program.

Other activities which further the goals of economic self-sufficiency as approved on an individual basis by the HOUSING AUTHORITY.

The HOUSING AUTHORITY will ensure that all community service activities which take place on HOUSING AUTHORITY property are accessible for persons with disabilities.

D. ANNUAL COMPLIANCE CERTIFICATION

For each adult resident subject to the community service requirement, the HOUSING AUTHORITY shall, 30 days before the expiration of the Lease Agreement, review and determine compliance with the community service requirement.

Such determinations shall be made in accordance the principles of due process and on a non-discriminatory basis.

If community service activities are administered by an organization other than the HOUSING AUTHORITY, the HOUSING AUTHORITY will obtain third-party verification.

Adult residents will not be permitted to self-certify their compliance with the community service requirement.

E. NONCOMPLIANCE

If the HOUSING AUTHORITY determines that an adult resident subject to the community service requirement has not complied with the requirement, the HOUSING AUTHORITY shall

1. Notify the adult resident of such noncompliance;

2. Include in the notification that the determination of noncompliance is subject to the administrative grievance procedure under the HOUSING AUTHORITY's Grievance Procedures; and

3. Unless the resident enters into an agreement to comply with the community service requirement, the adult resident's Lease Agreement will not be renewed; and

4. The HOUSING AUTHORITY may not renew or extend the resident's Lease Agreement upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the HOUSING AUTHORITY enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

F. INELIGIBILITY FOR OCCUPANCY FOR NONCOMPLIANCE

The HOUSING AUTHORITY shall not renew or extend any Lease Agreement, or provide any new Lease Agreement, for a dwelling unit for any household that includes an adult resident who was subject to the community service requirement and failed to comply with the requirement.

CHAPTER 16
MIXED FINANCE DEVELOPMENTS
[24 CFR Part 941 Subpart F]

INTRODUCTION

This chapter will provide guidance related to the HA's mixed finance developments. The HA will ensure that these units operate in accordance with federal requirements, including those in the Annual Contributions Contract (ACC) and the Mixed Finance ACC Amendment; governing regulations for the public housing program and its own policies contained in this ACOP; including requirements and policies as established by Section 42 of the federal tax code and HUD guidelines (HUD Handbook 4350.3 REV01) for tax credit units.

A. PUBLIC HOUSING UNITS

All public housing units in a mixed finance property shall follow all policies as set forth in this ACOP.

Eligibility/Income Limits

Households must be eligible for whichever program(s) applies to their unit and follow the income limits according to the program(s). An applicant must qualify for the program which sets the lowest income limit for the unit.

Site-Based Waiting List

All mixed finance developments will maintain a site-based wait list. For the purpose of establishing a wait list, pre-applications will be accepted from any family wishing to apply at any specific mix development. The HA/Agent may select one or more of the following methods for pre-applications:

- Submitted in person
- By mail
- By phone
- Submitted on line via the mix development's website, if applicable
- By other method as described in the public announcement.

At the time the HA/Agent announces its intent to open the wait list, the actual methods for accepting pre-applications will be clearly stated in the public announcement and similar outreach methods.

Housing Choice Vouchers

Applicants with a Housing Choice Voucher may not occupy a public housing unit. (24 CFR Part 982 Subpart H).

Transfers

Tenants in a fixed public housing unit may transfer to a new unit and retain their status as a public

housing tenant only if the new unit is designated as public housing. If the public housing unit floats then the tenants may transfer and will retain their public housing status. Transfers will be made within the mixed finance development.

Rents

Public housing units generating tax credits may collect more revenue than the maximum allowable tax credit rent; however, if the unit is a tax credit/public housing unit and the tenant chooses the public housing established flat rent, the flat rent may not exceed the maximum allowable tax credit rent.

Grievance Procedures

Public housing tenants in a mixed finance development have the right to grievance procedures.

B. LOW INCOME HOUSING TAX CREDIT (LIHTC) UNITS

All LIHTC units shall follow all requirements and policies as established by Section 42 of the federal tax code and HUD guidelines (HUD Handbook 4350.3 REV01).

Eligibility/Income Limits

Households must be eligible for whichever program(s) applies to their unit and follow the income limits according to the program(s). An applicant must qualify for the program which sets the lowest income limit for the unit. When a public housing/tax credit tenant loses status as a tax credit tenant, tenancy will continue to be governed by the requirements of the public housing program.

Minimum Income

Households must meet the established minimum income policies for the development.

Full Time Students

Generally, households comprised entirely of full-time students are not eligible for the program. Program rules provide for four exceptions to this requirement. The lease will state that if at future recertifications all family members are full time students and the family does not qualify for an exception, the household will be ineligible and will have to vacate the tax credit unit.

Family Size and the Income Limit

Unborn children are included as household members when determining family size for comparison of annual income to the income limits.

Verification of Assets

IRS Revenue Procedures 94-65 states that if the total cash value of the family assets does not exceed $5,000, the family could self-certify the existence, value of, and income earned from their assets. No further verification is necessary.

Chapter 17
BANNING POLICIES AND PROCEDURES

INTRODUCTION

The following are the policies and procedures governing the implementation, administration, and enforcement of the HA banning regulation.

A. DUTIES AND RESPONSIBILITIES

At the discretion of the Director of the Housing Management Division, the District Manager and Property Manager shall have the primary responsibility for the implementation, administration and enforcement of the Banning Regulation as it pertains to their respective assigned housing development and scattered sites. Property Supervisors shall be responsible for notifying residents of persons banned from HA property.

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Banning Regulation. Such enforcement may include properly identifying trespassers, issuing citations, and notifying the respective Property Manager of such violation.

Resident Managers shall, upon approval by the Director of the Housing Management Division, and at the discretion of the Property Manager, be responsible for identifying Banning violators, documenting violations by both residents and non-residents, and notifying the appropriate Property Manager of such violations.

B. BANNING REGULATION

A non-resident, including, but not limited to, a guest or visitor of a resident, may be banned for twelve (12) consecutive months if they commit two or more of the following acts in or upon any area of the HA development within a twelve (12) month period.

> Any misdemeanor or infraction that disturbs the peaceful enjoyment of the development, including, without limitation, illegal drug activity or violent criminal activity;
>
> Destruction of either HA property or private property;
>
> After warning, continuing to interfere with the job responsibilities of a HA employee or vendor; and/or
>
> After warning, continuing to disturb other residents' peaceful enjoyment of the complex.

The non-resident may be banned if they commit one misdemeanor or infraction involving possession of a controlled substance or one felony under state or federal law in or upon any area of the HA development including without limitation, illegal drug activity or violent criminal activity.

The HA development includes, but is not limited to, a private road or curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community

center, or other common area grounds, place, building or vacant lot on HA property.

If a non-resident violates paragraph 1 above, he or she can be served with a banning notice excluding the non-resident from the HA development for twelve (12) consecutive months. At the time the non-resident is served, he or she will be requested to sign a form acknowledging receipt of the banning notice. A proof of service form indicating service of the banning notice on the non-resident shall be completed. A form documenting the incidents leading to the service of the banning notice shall also be completed.

Residents known to associate with the banned non-resident shall receive notice of the person banned from HA property in the form of a letter from the HA. The letter will also state that pursuant to the resident's Lease Agreement, the resident, or member of the resident's household, shall not allow the person who has been excluded to be a guest of the resident in the HA development.

A list of banned non-residents will be distributed to HA management and staff, security personnel and law enforcement, as appropriate.

If a banned non-resident comes on the HA development, he or she may be cited for trespass.

If the banned non-resident comes on the HA development with a resident who has received notice of the person's banned status, the resident will receive a lease violation. If the resident has not received notice, the resident will be provided notice and warned about future activities with the banned non-resident.

Pursuant to the Banning Policies and Procedures, a resident receiving a lease violation for violating this regulation will have his or her historical file reviewed to determine the subsequent course of action.

C. BREACH OF THE LEASE

One violation of the Banning Regulation by any household member of a unit shall constitute a minor breach of the Lease Agreement. Three or more violations of the Banning Regulation within a 12-month period of time by any household member (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

D. NOTICES AND RECOMMENDATIONS

Once a resident is notified, in writing, of a non-resident being banned from the HA's property, the resident is deemed to have been put on notice that pursuant to their Lease Agreement they are prohibited from allowing a person who has been banned from HA property to be a guest of the resident at the housing development. If a resident is observed associating with a banned non-resident on the housing development, he or she will be cited for a lease violation.

First Violation: Written notice shall be served on the head of household, by the HA, advising of the lease violation. The notice shall constitute a WARNING to the head of household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of a second lease violation shall be served on the head of household

and shall provide an opportunity for counseling for the head of household and household members. The Property Manager shall schedule an appointment for said counseling with ten (10) business days of the second violation notice.

Third Violation: Written notice of a third lease violation shall be served on the head of household and the appropriate remedy shall be enforced as set forth below.

More Than Three Violations: A Thirty-Day Notice to Quit will be served on the head of household if more than three violations are issued within a twelve (12) month period.

E. REMEDIES

Review of the Resident File

When a household member or members have been cited three times within a 12-month period for violating the Banning Regulation, the Property Manager shall conduct a review of the resident's file to determine the overall resident record. Based on such review, one of the following actions shall be taken:

1. Recommendation for Referral: The Property Manager shall offer a referral to counseling, if available, to a family in lieu of an eviction notice. Such option is available only if within the last 12 months preceding the third violation, the resident or household members have not received three (3) or more of any combination of the following:

   14-Day Notice

   Notice to Comply

   Notice to Pay Maintenance Charges

   Counseling for Disturbing Neighbors

   Counseling for any lease violation(s)

   30-Day Notice to Cure or Quit

2. Thirty-Day Notice to Quit: If the head of household and/or members of household should fail to complete counseling sessions, or have received three (3) or more of the aforementioned notices, the Property Manager shall serve a Thirty-Day Notice to Quit based on the violations and if appropriate, other violations of the lease.

F. ENFORCEMENT

Security Personnel/Law Enforcement

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Banning Regulation. Such enforcement shall include:

1. Violation Recognition: Should security/law enforcement officers observe a non-resident banned from the housing development in or about the HA complex, said officers shall have the authority to inquire of the individual(s) as to their identity, whether they are guest(s) of a resident, and their reason(s) for being on the property. The purpose of this inquiry is to determine whether a resident is subject to a lease violation, or a non-resident is subject to a trespass citation.

2. Citing Violations: Upon determining that an individual or individuals is in violation of the Banning Regulation, the security/law enforcement officer may so inform the resident and/or non-resident of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

G. ENFORCEMENT BY RESIDENT MANAGERS

Resident Managers shall participate in the enforcement of the Banning Regulation by observing and reporting. Should Resident Managers observe a resident in violation of the Banning Regulation, the incident should be immediately documented, including the date, time, location, person's name (if known), and number of times the person has been observed in violation of the Banning Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the Banning Violation(s) send to the Property Manager.

H. ENFORCEMENT BY MANAGEMENT

District Managers and Property Manager shall have the authority to serve citations for violations of the Banning Regulation.

I. GRIEVANCE PROCEDURE

HA residents shall have the right to file a grievance in response to actions taken by the HA concerning issuance of a Banning Notice or violations of the Banning Regulation.

The HA Grievance Procedure is subject to the Code of Federal Regulations, Title 24, Part 966, revised as of April 1, 1985, and as further amended. Residents shall follow the grievance procedures as set forth in the ACOP.

Chapter 18

CURFEW AND LOITERING POLICIES AND PROCEDURES

INTRODUCTION

The following are the policies and procedures governing the implementation, administration, and enforcement of the HA Curfew and Loitering Regulations.

A. DUTIES AND RESPONSIBILITIES

At the discretion of the Director of the Housing Management Division, the District Manager and Property Manager shall have the primary responsibility for implementation, administration and enforcement of the Curfew and Loitering Regulations as it pertains to their respective assigned housing developments and scattered sites.

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Curfew and Loitering Regulations. Such enforcement may include properly identifying curfew and loitering violators, and notifying the appropriate Property Supervisor of such curfew and loitering violations.

B. NIGHTTIME CURFEW

No minor under the age of 18 years shall remain in or upon any common area of the HA or within any HA community, including but not limited to a road, curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry, or recreational room, community center, or other common area grounds, place, building or vacant lot between the hours of 10:00 p.m. on any day and 6:00 a.m. of the immediately following day, except for within an apartment unit or private yard area.

"Remain" means to stay behind, to tarry and to stay unnecessarily in or upon HA common area, including the congregating of groups of persons, in whom any minor involved is not on or upon HA common area for the purpose of mere passage or going home.

A parent, guardian or other person having the legal care, custody or control of any minor (under the age of 18 years) shall not knowingly permit or by ineffective control allow the minor to violate this curfew regulation. The term "knowingly" includes knowledge that a parent or guardian should reasonably by expected to have concerning the whereabouts of a minor in that person's legal custody. This requirement is intended to hold a neglectful or careless parent or guardian up to a reasonable community standard of parental responsibility.

It shall be no defense that a parent or guardian was indifferent to the activities or conduct or whereabouts of such minor.

The following shall constitute valid exceptions to the regulation:

1. When the minor is accompanied by his or her parent or parents, legal guardian or other person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

2. When the minor is on an errand or other legitimate business or activity directed by his or her parent or parents or legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

3. When the minor is going directly to or returning directly home (without any unnecessary detour or stop), a public meeting, or activity of a religious or other voluntary association, a place of public entertainment such as a movie, play, sporting event, dance, school activity, or the minors place of employment; or

4. When the minor is actively participating in a sporting or community event on HA property, if the HA rules or regulations permit the sporting or community event during said hours; or

5. When the presence of such minor in said place or places is connected with or required with respect to a business, trade, profession, or occupation in which said minor is lawfully engaged; or

6. When minor is exercising First Amendment rights protected by the United States or California Constitution; or

7. When the minor is involved in an emergency or seeking medical assistance; or

8. When the minor is emancipated pursuant to law.

C. DAYTIME CURFEW

No minor (under the age of 18 years) who is subject to compulsory education or to compulsory continuing education shall remain in or upon any common area of the HA or within any HA community including, but not limited to, a road curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place or building, vacant lot or parking lot, between the hours of 8:30 a.m. and 1:30 p.m. on days when school is in session. The following shall constitute valid exceptions to this regulation:

1. When the minor is accompanied by his or her parent or parents, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

2. When the minor is upon an emergency errand directed by his or her parent or parents, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

3. When the minor is going directly to or returning directly home from, without any unnecessary detour or stop, his or her place of gainful employment or a medical, dental, optometry, or chiropractic appointment; or

4. When the minor has permission to leave school campus for lunch or school related activity and has in his or her possession a valid, school issued, off-campus permit; or

5. When the minor has in his or her possession a written excuse from the minors parent(s), legal guardian, or other adult person having the legal care or custody of the minor; or

6. When the minor is receiving instruction by a qualified tutor pursuant to Education Code Section 48224; or

7. When the minor is going to or returning directly from, without unnecessary detour or stop, a public meeting, or place of public entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school-approved activity for the minor or is otherwise supervised by school personnel of the minors school; or

8. When the minor is going to or returning directly from, without unnecessary detour or stop, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of his or her religion, attendance at religious retreats, or attendance at an employment conference; or

9. When the minor is emancipated pursuant to law.

D. LOITERING

No one will loiter in a common area of a housing site. A common area includes, but is not limited to a road, curb area, sidewalk, fire lane, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry, or recreational room, community center, or other common area grounds, place, building or vacant lot. This pertains to adults and minors.

"Loitering" is defined as when a person delays, lingers, idles or remains in an area and does not have a lawful purpose for being there.

E. BREACH OF THE LEASE

One violation of the Curfew Regulation by any household member of a unit shall constitute a minor breach of the Lease Agreement. Three or more violations of the Curfew Regulation within a 12-month period of time by any household member (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

One violation of the Loitering Regulation by any household member of a unit or guest of the unit shall constitute a minor breach of the Lease Agreement. Two or more violations of the Loitering Regulation within a 12-month period of time by any household member or guest (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

F. NOTICES AND RECOMMENDATIONS

Notice

The Head of Household shall receive a copy of the citation for violation of the Curfew Regulation and written notification from HA management of each violation of the Curfew Regulation occurring within a 12-month period as follows:

First Violation: Written notice shall be served on Head of Household, by HA management, advising of curfew violation and that Head of Household is responsible for the minor's conduct. The notice shall constitute a WARNING to the Head of Household that subsequent violations may result in

termination of the Lease Agreement.

Second Violation: Written notice of a second curfew violation shall be served on the Head of Household and shall provide an opportunity for counseling for the Head of Household and minor(s). The Property Manager should schedule the appointment for said counseling with ten (10) business days of the second violation notice.

Third Violation: Written notice of third curfew violation shall be served on the Head of Household and the appropriate remedy shall be enforced as set forth below.

The Head of Household shall receive a copy of the citation for violation of the Loitering Regulation and written notification from HA management of each violation of the Loitering Regulation occurring within a 12-month period as follows:

First Violation: Written notice shall be served on Head of Household, by HA management, advising of loitering violation and that Head of Household is responsible for the household member or guests' conduct. The written notice shall also provide an opportunity for counseling for the Head of Household. The Property Manager should schedule the appointment for said counseling within ten (10) business days of the notice. The notice shall constitute a WARNING to the Head of Household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of second loitering violation shall be served on the Head of Household and the appropriate remedy shall be enforced as set forth below.

G. REMEDIES

Review of Resident File

When a household member or members have been cited three times within a 12-month period for violating the Curfew or Loitering Regulations, the Property Manager shall conduct a review of the resident's historical file to determine the overall resident record. Based on such review, one of the following actions shall be taken:

Recommendation for Referral: The Property Manager shall offer a referral to counseling, if available, to a family in lieu of an eviction notice. Such option is available only if within the last 12 months preceding the third curfew or loitering violation the resident or household members have not received three (3) or more of any combination of the following:

14-Day Notice

Notice to Comply

Notice to Pay Maintenance Charges

Counseling for Disturbing Neighbors

Counseling for any lease violation(s)

30-Day Notice to Cure or Quit

Thirty-Day Notice to Quit: If head of household and/or minor(s) should fail to complete referred sessions, or have received three (3) or more of the aforementioned notices, the Property Manager shall serve a Thirty-Day Notice to Quit based on the curfew or loitering violations and, if appropriate, other violations of the lease.

H. ENFORCEMENT

Security Personnel/Law Enforcement

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Curfew and Loitering Regulations. Such enforcement shall include:

Violation Recognition: Should security/law enforcement officers observe a minor or minors in or about any common area of the HA developments between the hours of 10:00 p.m. and 6:00 a.m., said officers shall have the authority to inquire of the minor(s) as to their identity, whether they are residents of the housing development, and their reason(s) for being out during curfew hours. The purpose of the inquiry is to determine whether the minor(s) are in violation of the Curfew Regulation or whether any of the exceptions to the Curfew Regulation apply.

Should security/law enforcement officers observe anyone loitering in any common area of the HA developments, said officers shall have the authority to inquire of the person(s) as to their identity, whether they are residents of the housing development, and their reason(s) for being in the common area.

Citing Violations: Upon determining that a minor is in violation of the Curfew Regulation, the security/law enforcement officer may so inform the minor(s) of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

Upon determining that a person is in violation of the Loitering Regulation, the security/law enforcement officer may so inform the person(s) of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

Enforcement by Resident Managers

Resident Managers shall participate in the enforcement of the Curfew Regulation by observing and reporting only. Should Resident Managers observe a minor or minors in violation of the Curfew Regulation the incident should be immediately documented, including the date, time, location, name of minor (if known), and number of times minor has been observed in violation of the Curfew Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the curfew violation(s) sent to the Property Supervisor.

Resident Managers shall participate in the enforcement of the Loitering Regulation by observing and reporting only. Should Resident Managers observe a person or persons in violation of the Loitering Regulation the incident should be immediately documented, including the date, time, location, name of person(s) (if known), and number of times person(s) has been observed in violation of the Loitering

Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the loitering violation(s) sent to the Property Manager.

Enforcement by Management

District Managers and Property Manager shall have the authority to serve citations for violations of the Curfew and Loitering Regulations.

I. GRIEVANCE PROCEDURE

Residents shall have the right to file a grievance in response to actions taken by the HA concerning violations of the Curfew and Loitering Regulations.

The HA Grievance Policy is subject to the Code of Federal Regulations, Title 24, Part 966, revised as of April 1, 1985, and as further amended. Residents shall follow the grievance procedures as set forth in the ACOP.

CHAPTER 19
LIPH
FAMILY SELF-SUFFICIENCY (FSS) PROGRAM
(24 CFR 984.101 – 401)

INTRODUCTION

The FSS program encourages families to attain economic independence and self-sufficiency. Families receiving Low Income Public Housing (LIPH) rental assistance and participating in FSS are provided one-on-one case management services to identify career/education goals, build assets, increase earnings, and/or achieve homeownership. The objective of the FSS program is to assist low-income families in reducing/eliminating dependency on government assistance programs.

A. FAMILY ELIGIBILITY

[24 CFR 984.103]

Participation in the FSS program is on a voluntary basis for families receiving rental assistance through the LIPH program administered by the HA.

B. PROGRAM COORDINATING COMMITTEE (PCC)

[24 CFR 984.202]

The HA collaborates with a program coordinating committee (PCC) consisting of representatives from the public and private sector. The PCC is responsible to assist the HA in developing the FSS Action Plan. Other responsibilities include partnering with community organizations to provide supportive services and community resources to assist FSS families in overcoming barriers to self-sufficiency. These include, but are not limited to:

- Childcare
- Education
- Transportation
- Counseling
- Employment readiness
- Vocational training
- Homeownership education

C. FSS FAMILY SELECTION PROCESS

[24 CFR 984.203]

The HA will open the FSS interest list as needed in order to maintain the minimum program size. When the interest list is open, families may use any one or more options to be placed on the interest list:

- Call the HA Eligibility Worker
- Call the HA ROSS Coordinator
- Submit an FSS Application in person or by mail

Families are contacted according to the date and time the family expressed an interest. Eligible families are mailed an invitation to attend a one-on-one FSS orientation with an FSS Coordinator. At the orientation the family is given a general overview of the program and details on the roles and responsibilities of FSS participants, as well as the role of the HA. A description of supportive services, escrow accounts, program policies, expectations, and requirements for successful completion of the program is provided. Families and HA representative sign a Contract of Participation, Individual Training and Services Plan (ITSP), and complete the family profile. A needs assessment is conducted to develop the ITSP for achieving self-sufficiency.

Families who decide at the orientation not to participate in FSS will be removed from the FSS interest list.

D. DENIAL OF FSS PARTICIPATION

[24 CFR 984.303]

The HA may deny participation to families who:

- Owe money to the HA or any other Public Housing Authority (PHA)
- Failed to comply with the LIPH program at any PHA
- Failed to comply with the FSS program at any PHA
- Have successfully graduated from the FSS program with any PHA and received a full escrow payout.

E. CONTRACT OF PARTICIPATION

[24 CFR 984.303]

The designated Head-of-Household (HOH) and the HA representative must sign a Contract of Participation, which describes the rights and responsibilities of the FSS family and the HA. The effective date of the contract is the first month following the date both parties have signed the Contract of Participation. The term limit is five (5) years.

Essential Components

The following information must be entered into the contract for it to be valid:

- Contract start and end date
- Annual income
- Earned income
- Family rent portion (TTP or 30 percent of Monthly Adjusted Income for vouchers)
- Participant's signature and date
- HA Representative signature and date

Contract Extensions

Contracts may be extended an additional two (2) years with the approval of the HA. A written request must include "good cause," e.g., an FSS family is unable to complete the ITSP goals due to circumstances beyond the family's control. Other examples of "good cause" include but are not limited to:

- Serious illness
- Involuntary loss of employment
- Death in the family
- Separation/divorce
- Physical/mental impairment, external economic factors or other excruciating circumstances beyond the participants control which will require additional time to change and/or complete education/career goals

During an extension to the contract, the family continues to have FSS amounts credited to the escrow account in accordance with 24 CFR 984.304.

Termination of the Contract

[24 CFR 984.303(h)]

The contract of participation is automatically terminated if the family's LIPH rental assistance is terminated in accordance with HUD requirements. The contract of participation may be terminated before the expiration of the contract term, and any extension granted by the HA. The contract may be terminated for terms and conditions listed below:

- Failure of the FSS family to meet the obligations under the Contract of Participation without good cause
- Failure to comply with the Contract requirements because the family has moved outside the jurisdiction of the HA
- Such other act as is deemed inconsistent with the purpose of the FSS program

The Contract of Participation may also terminate due to:

- Mutual consent of the parties
- The family's withdrawal from the FSS program

Completion of the Contract

The Contract of Participation is considered to be completed, and a family's participation in the FSS program is considered to be concluded when one of the following occurs:

- The FSS family has fulfilled all of its obligations under the contract and obtained suitable employment on or before the expiration of the contract term, including any extension thereof, or
- The thirty (30) percent of the FSS family's monthly adjusted income equals or exceeds the base rent for the size of the unit for which the family qualifies based on HA occupancy standards.

F. INDIVIDUAL TRAINING AND SERVICES PLAN (ITSP)

[24 CFR 984.303]

The ITSP plan identifies the participants' job-related final goal, as well as interim goals. Timelines for completion are established for each goal. The final goal must demonstrate advancement in job education/employment training. FSS coordinators monitor the progress of each FSS family.

The ITSP shall include:

- The resources and services to be provided by the HA
- Targeted completion dates for each individual interim goal
- Referrals for career, education, and job-related activities
- Final goal to obtain suitable full-time employment
- An interim goal to be off welfare assistance for twelve (12) consecutive months prior to the completion/expiration of the Contract, including any extensions. [24 CFR 984.303(b)(2)]
- Participant's signature and date
- HA Representative signature and date

The participant may change the goals and services in the ITSP by submitting a written request for the change. The ITSP goals may be revised no more than three (3) times during the five-year contract period or any extension thereof.

Change in Head of Household

The FSS participant may designate a new HOH if the current HOH is unable to complete his/her obligations under the Contract of Participation. The request must be submitted to the HA in writing. The new HOH must sign and complete a new contract of participation and a new ITSP for goals and services. The start and end date of the new contract will remain the same as the original contract of participation.

Household with more than one ITSP

The FSS family may have more than one ITSP in a single household. Although, other adults are eligible to enter into their own individual ITSP, the Contract of Participation remains with the HOH and each adult family member with an ITSP must complete the activities in the ITSP. The additional

adults will not be eligible for an escrow pay out.

G. FSS ESCROW ACCOUNTS

[24 CFR 984.305]

As incentive for families to join the FSS program and as a strategy to assist families in building assets, HUD regulations allow an escrow account to be established on behalf of eligible families. Eligibility for an escrow account is determined according to a HUD-defined formula using the family's earned income data [24 CFR 982.505].

As the family's earned income increases and the household rent increases, the HA calculates escrow eligibility according to the HUD formula to determine the amount of escrow credits. Escrow funds are held in the participant's name until the participant has met the requirements for final escrow disbursement.

Under the requirements for escrow disbursement, the FSS participant must have:

- Completed the goals in the ITSP
- Obtained suitable employment. The HA has determined suitable employment for the HOH as year round full-time sustainable employment and the gross annual income is equal to or exceeds the state minimum wage multiplied by nineteen hundred and fifty (1950) hours. Seasonal employment does not meet the HA standards for suitable employment unless the HOH is employed all year round with multiple seasonal jobs.
- Certified that all members of the household have not received welfare assistance for twelve (12) consecutive months prior to the expiration of the term of the contract, including any extension thereof.
- Achieved an annual anticipated income whereby thirty (30) percent of the family's monthly adjusted income is equal to or exceeds the base rent for the size of unit which the FSS family qualifies based on the HA's occupancy standards.

The HA cannot restrict a family's use of FSS escrow account funds withdrawn by the family unless it is an interim disbursement to aid in the completion of an interim goal.

Interim Disbursement

[24 CFR 984.305(2)(ii)

The HA may disburse a portion of the funds from the family's escrow account during the Contract of Participation for completing an interim goal, if the funds are used for purposes consistent with the Contract of Participation, such as, but not limited to:

- School tuition
- Business start-up expenses
- A vehicle if public transportation is unavailable or inaccessible to the family

- Job training expenses
- Down payment for a home

Forfeiture of Escrow Account
[24 CFR 984.305(f)

The FSS escrow account may be forfeited if the family fails to comply with the FSS program, and any one of the following is true:

- The Contract of Participation is terminated, according to 24 CFR 984.303 (e),(h)
- The Contract of Participation is declared null and void
- The family has not met its responsibilities as stated in the Contract of Participation
- The HOH has failed to obtain suitable employment on or before the expiration of the contract term, including any extension thereof
- An intergenerational family, whose HOH becomes independent of welfare assistance, consists of another household family member (or other members) who continue to receive Temporary Assistance for Needy Families (TANF). However, if the family is receiving a TANF child-only grant, or TANF non-needy grant as stated in HUD Notice PIH 2007-20, forfeiture of the escrow account will not be considered.
- The head of the family dies and the remaining members of the family choose not to continue participating in the program, and the contract obligations have not been met.

Succession to FSS Account
[24 CFR 984.305(d)]

If the FSS HOH no longer resides with other family members in the assisted unit, the other remaining adult members of the FSS family have the right to designate another adult family member to receive the funds. The HA must be consulted and must approve this change. The request for change of HOH must be submitted in writing, and must include the following:

- The name of the new designated FSS HOH
- The signature of the new FSS HOH
- The effective date of the change

An addendum to the FSS Contract must include the effective date of change and must be signed by the new HOH and the HA representative.

H. GRIEVANCE

The FSS participant will be notified via mail of decisions affecting the family's participation in the FSS

program. The notification will include the reasons for the decision and the HA policies and HUD regulations supporting it. If the participant disagrees with the decision, an appeal may be made within ten (10) calendar days of the notification (for any issues which can be appealed per 24 CFR 982.555(a)(1) and 984.303(i). The appeal must be submitted in writing to the HA for review. The family will be notified in writing of the due process, including the date set for an informal hearing.

I. TRANSFER

The FSS family cannot port outside HA jurisdiction. However, the FSS family may transfer from one unit to another within the jurisdiction with the approval of HA, when the following occurs.

- Emergency Transfers
- Required Transfers
- Resident Requested Transfers

CHAPTER 20
LIMITED ENGLISH PROFICIENCY (LEP)

INTRODUCTION

In accordance with Executive Order 13166, the HA will provide meaningful access to its programs and

activities by persons with Limited English Proficiency (LEP). This chapter describes how the HA will undertake reasonable efforts to provide or arrange free language assistance for its LEP participants and applicants to the public housing programs as well as the general public.

A. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The HA will annually assess and update the following four-factor analysis, including but not limited to:

- The number or proportion of LEP persons eligible to be served or likely to be served by the HA.
- The frequency with which LEP persons using a particular language come into contact with the HA.
- The nature and importance of the HA program, activity or service to the person's life.
- The HA's resources and the cost of providing meaningful access.

B. LANGUAGE ASSISTANCE

The following language assistance policies will apply:

- A person who does not speak English as their primary language AND who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to HA programs and activities.

- Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. The HA will determine when interpretation and/or translation services are needed and are reasonable based upon the four-factor analysis.

- HA staff will take reasonable steps to provide language assistance to LEP clients who have difficulty communicating in English. Should a client ask for language assistance and the Housing Authority determines that: a) the client is an LEP person and b) such assistance is necessary to provide meaningful access, the HA will make reasonable efforts to provide free language assistance. The Housing Authority will provide the language assistance in the LEP client's preferred language upon request.

The HA will periodically assess client needs for language assistance based on the frequency of requests for interpreters and/or translation, as well as the literacy skills of clients.

C. TRANSLATION OF DOCUMENTS

The HA will consider the following factors in determining whether a document requires translation:

- Whether the document meets the threshold of a "vital document". Per the HUD guidance, "vital documents" are those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically. For further details see the HA's Language Assistance Plan.

- The costs and benefits of translating documents for potential LEP groups, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the literacy rate in an LEP group and other relevant factors. The HA will undertake this examination when an eligible LEP group constitutes 5 percent of an eligible client group (for example, 5 percent of households living in HA housing developments) or 1,000 persons, whichever is less.

In consideration of the above, the HA provides translations of the following assisted public housing "vital documents" listed in Appendix A. As the HA continues to translate further assisted public housing program "vital documents", this Appendix will be updated on an annual basis.

As opportunities arise, the HA may work with other local Public Housing Authorities (PHAs) to share the costs of translating common documents.

As HUD continues to translate standard housing documents in multiple languages, the HA will replace its translated versions with the official HUD versions. The HA encourages HUD to provide this service to PHAs and other federally funded agencies whose limited resources hinder their LEP efforts.

The HA will consider technological aids such as Internet-based translation services, which may provide helpful, although perhaps not authoritative, translations of written materials.

D. AUDIOVISUAL MATERIALS

The HA will make reasonable efforts to produce multiple translations of audiovisual materials it uses to inform or educate applicants, participants and other client groups. For example, the HA provides headsets and interpreters at community or other meetings.

E. INTERPRETERS

Formal Interpreters

To provide meaningful access for LEP clients, the HA will use the Language Line Services which provides accurate and complete interpretation in 156 languages. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis herein.

Outside vendors who are qualified interpreters shall be used at the following:

- Informal hearing(s) for denial of admission to public housing;

- Informal meetings for settlement agreements and formal hearings for termination of public housing;

Informal Interpreters

Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. HA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, may not be an appropriate option to provide accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.

An LEP person may use an informal interpreter of his/her own choosing and at his/her expense, either in place of or as a supplement to the free language assistance offered by the HA. If possible, the Housing Authority should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

If an LEP client prefers an informal interpreter, after the HA has offered free interpreter services, the informal interpreter may interpret. If the LEP person decides to provide his/her own interpreter, the LEP person's election of this choice will be documented. The HA may require the family to sign a waiver of their right to the HA-supplied interpreter.

If an LEP client wants to use his/her own informal interpreter, the HA reserves the right to also have a formal interpreter present.

F. OUTSIDE RESOURCES

Outside resources may include community volunteers, HA residents or Housing Choice Voucher/Section 8 participants.

Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

The HA will establish and maintain relationships with organizations that assist specific cultural and ethnic groups living in Fresno County. To help their clients obtain or keep housing assistance through the HA, these organizations may provide qualified interpreters for LEP persons.

G. MONITORING

The HA will review and revise this LEP Policy annually as part of the Agency Plan process. The review will include:

a. Reports from the HA's software system on the number of LEP clients, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.

b. A determination as to whether 5 percent or 1,000 persons from a HA public housing participants speak a specific language, which triggers consideration of document translation needs as described above.

c. Analysis of staff requests for contract interpreters: number of requests, languages requested costs, etc.

H. LEP POLICY DISTRIBUTION AND TRAINING

The LEP Policy will be:

1. Distributed to all HA staff.

2. Available at the HA Administrative Office.

3. Posted on HA's website at www.hafresn.org

4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

CHAPTER 21

EIV SECURITY POLICIES AND PROCEDURES

Privacy Protection Policy

EIV tenant data will be used only to verify a resident's eligibility for participation in the Housing Choice Voucher Program and Low Income Public Housing to determine the level of assistance for which tenant is eligible.

Privacy Act

Data provided via the EIV System will be protected to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a verity of Federal laws and regulations. The Privacy Act of 1974 as amended, 5 U.S.C. 552(a) is one such regulation.

Appendix 1 of the Housing Authorities of the City and County of Fresno EIV Security Policies and Procedures manual is a summary of the safeguards of the Privacy Act.

In compliance with HUD requirements, the HA will implement three types of safeguards, **technical safeguards, administrative safeguards, and physical safeguards**.

Technical Safeguards

A. The purpose of the Technical Safeguards is to:

- Reduce the risk of a security violation related to the EIV system's software, network, or applications
- Identify and authenticate all users seeking access to the UIV data
- Monitor the user activity on the EIV system

B. Description of the Technical Safeguards includes two types of controls built into the EIV system:

- User Identification and Authentication
  - Each user is required to have their own User ID and Password
  - The User ID identifies the program administrators and tenant information that the user is authorized to access
  - Passwords are encrypted and the password file is protected from unauthorized access
  - The system forces all users to change their password every 21 days and limits the reuse of previous passwords
  - After three unsuccessful attempts to log in, the User ID is locked and the user has to contact the PIH Security Administrator or the PIH User Administrator for further instructions.

- Online User Alerts
  - Online Warning messages that inform user of the civil and criminal penalties associated with unauthorized use of the UIV data.

Physical Safeguards

A. The purpose of Physical Safeguards is to:

- Provide barriers between unauthorized persons and documents containing private data and computer media containing files that contain private data
- Provide immediate notification, noticeable under normal operating conditions, if the barrier is penetrated by unauthorized persons
- Prevent viewing or sensing of private information by any person by any means from outside the area confined by the barrier

B. Physical Safeguards

- Locked and monitored buildings, offices, or storage rooms
- Locked and monitored metal file cabinets
- Designated secure areas and equipment
  - Security rooms or locked office space with limited (minimum required) points of entry (e.g., doors)
  - Security rooms or locked office space with limited (minimum required) means of entry (e.g., keys)
  - Restricted areas with prominently posted signs or other indicators identifying them and limited points of entry
  - Physical and administrative means for monitoring access to the secure areas and access and use of the protected data
  - Restricted use printers, copiers, facsimile machines, etc.

- Secure computer systems and output
  - Retrieve all computer printouts as soon as they are generated so that UIV data is not left lying unattended in printers
  - Avoid leaving a computer unattended with UIV data displayed on the screen
  - Staff is prohibited from downloading UIV data information into computer or a CD.

- Secure disposal of UIV information
  - It is the PHA's policy and procedures to shred all UIV information upon purging tenant file.

Administrative Safeguards

A. Purposes of the administrative safeguards

- Ensure all users who have access to EIV data have an Access Authorization form signed by the Executive Director of the Housing Authority on File
- Ensure all users who access the EIV system have a current signed Rules of Behavior and User Agreement on file
- Conduct quarterly reviews of all User IDs to determine if the user still has a valid need to access the EIV data, and
- Ensure the access rights are modified or revoked as appropriate.

The PIH Security Administrator and the PIH User Administrator will maintain the following security records and forms:

- EIV Rules of Behavior and User Agreement forms

- EIV Access Authorization Forms
- EIV Disposal records list
- EIV Security violation information
- Key control logs for secure areas or filing cabinets
- EIV Security Awareness Training records
- Records of internal audits to ensure that the Form HUD-9886 has been signed by each adult member of the household and is kept in the Confidential Tenant File.
- A record of all users who have approved access to EIV data including the date the access was granted and the date access was terminated
- Monitor User Session and Activity Report
- Monitor the Tenant Data Access Audit Report

- **Conducting Security Awareness Training**
  - Ensure that all users of UIV data receive training in UIV security policies and procedures at the time of employment and at least annually afterwards
  - Maintain a record of all personnel who have attended training sessions
  - Communicate security information and requirements to appropriate personnel using various methods including discussions at group and managerial meetings and security bulletins posted throughout the work areas
  - Distribute all User Guides and Security Procedures to personnel using UIV data

Reporting of Improper Disclosures
These security violations may include the disclosure of private data as well as attempts to access unauthorized data and the sharing of User IDs and passwords. Upon the discovery of a possible improper disclosure of UIV information or another security violation by a program administrator employee or any other person, the individual making the observation or receiving the information should contact the PIH Security Administrator or the PIH User Administrator. The Security Administrator or the User Administrator or designated staff should document all improper disclosures in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred regardless if the security violation was intentional or unintentional.

The following contacts should be made:
- The program administrator security officer should contact and provide the HA Executive Director or the designee with the written documentation; and
- The HA Executive Director or the designee should provide the HUD Field Office Public Housing Director with the written documentation

Enforcement
Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Appendix 1. Safeguards Provided by the Privacy Act

The Privacy Act provides safeguards for individuals against invasion of privacy by requiring Federal agencies, except as otherwise provided by the law or regulation to:

1. Permit individuals to know what records pertaining to them are collected, maintained, used or disseminated;
2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose from being used or made available for another purpose without their consent;
3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;
4. Collect, maintain, use or disseminate personally identifiable information in a manner that ensure the information is current and accurate, and that adequate safeguards are provided to prevent misuses of such information;
5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority; and
6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act.

GLOSSARY

A. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)

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

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

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

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)

Annual income does not include the following:

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

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

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

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

Income of a live-in aide, provided the person meets the definition of a live-in aide.

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

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

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

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

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

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

Incremental earnings and benefits resulting to any family member from participation in qualifying

State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

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

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

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

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

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

> Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
>
> Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
>
> Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that

includes assistance under the United States Housing Act of 1937.(A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b)

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

ADJUSTED INCOME
Annual income, less allowable HUD deductions.

Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

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

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

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually disabled, and equipment added to cars and vans to permit use by the disabled family member.

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

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without disabled person expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both disabled and medical expenses: The amount of disabled assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of $400 per household.

B. HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with a physical disability.

A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is “accessible” within the

meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

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

COVERED FAMILIES. The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or is a full-time student 18 years of age or

older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a development (e.g. elderly family in a development designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

DISABILITY. This term is used where "handicap" was formerly used.

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides

DISABLED PERSON. See Person with Disabilities.

DISALLOWANCE. Exclusion from annual income.

DISPLACED FAMILY. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program'' is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of

family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

ELDERLY FAMILY. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

FAMILY.

•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 PHA housing; OR

•two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in PHA housing.

The term family also includes the following terms defined in this section:

•Elderly family

•Disabled family

•Displaced person

•Single person

•Remaining member of a tenant family,

•A foster care arrangement, or a kinship care arrangement

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.

•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 right of tenancy or continued occupancy.

• Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy; the term family also includes the remaining member of a resident family with the capacity to execute a lease.

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or serviceperson" when:

> The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
>
> The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FLAT RENT. Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

GUEST. For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, 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.

HEAD OF HOUSEHOLD. The person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.). The Housing Authority is referred to as "HA" or "Housing Authority" throughout this document.

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PLAN. A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

HUD. The Department of Housing and Urban Development or its designee.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed $5,000.

IMPUTED WELFARE INCOME. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME-BASED RENT. The tenant rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the PHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal

government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR developments. Includes monthly interest reduction payments made to mortgagees of Section 236 developments and front-end loan discounts paid on BMIR developments.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

LANDLORD. Refers to the HA, as either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their date and time of application.

LOW-INCOME FAMILY. This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family development in which a portion of the total units receive development-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the development is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT. An amount established by the PHA between zero and $50.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances.

MONTHLY INCOME. 1/12 of the Annual Income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash value, after deducting reasonable costs that would be incurred in disposing of:

•Real property (land, houses, mobile homes)

•Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)

•Cash value of whole life insurance policies

•Stocks and bonds (mutual funds, corporate bonds, savings bonds)

•Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the application or annual reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of 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.

OCCUPANCY STANDARDS [Now referred to as Subsidy Standards]. Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

PERSON WITH DISABILITIES

1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.

3. An “individual with disabilities”, as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities
4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

PREVIOUSLY UNEMPLOYED. Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term “PHA” includes an Indian housing authority (IHA). (“PHA” and “PHA” mean the same thing.)

QUALIFIED FAMILY. A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least $500.

QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD’s Public Housing and Section 8 assistance programs.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESIDENT is used to refer to participants in terms of their relation as a lessee to the HA as the landlord.

RESIDENCY PREFERENCE. A local preference for admission of persons who reside in a specified geographic area.

RESPONSIBLE ENTITY. For the public housing, Section 8 tenant-based assistance, development-

based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self- sufficiency program.

SPOUSE. The marriage partner of the head of the household.

SUBSIDIZED DEVELOPMENT. A multi-family housing development (with the exception of a development owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the development is owned by a Public Housing Agency;

A Public Housing Development.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANT. (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (Term no longer used)

VERY LOW INCOME FAMILY. A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. "Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.

C. TERMS USED IN THE NON-CITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

PHA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

NONCITIZENS RULE. Refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

PHA. A housing authority that operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or “co-heads.” “Co-head” is a term recognized by some HUD programs, but not by public and Indian housing programs.

D. TERMS USED IN THE VIOLENCE AGAINST WOMEN ACT PROVISIONS

DOMESTIC VIOLENCE. The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction..

DATING VIOLENCE. Violence committed by a person-

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

STALKING.

(A) (i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to-

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person.

IMMEDIATE FAMILY MEMBER. Means with respect to a person-

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. TERMS USED IN MIXED FINANCE DEVELOPMENTS

DEVELOPMENT. Is a housing facility consisting of public housing units, and that may also consist of non-public housing units, that has been developed, or that will be developed, using mixed-finance strategies.

MIXED-FINANCE. Is the combined use of publicly and privately financed sources of funds for the development of public housing units.

PUBLIC HOUSING UNIT. A unit that is eligible to receive operating subsidy pursuant to section 9 of the Act (42 U.S.C.1437g).

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[1] 24 CFR 100.5

[2] If a unit become uninhabitable due to conditions caused by the resident, any member of the resident household, or the resident's guests, will be addressed through the lease violation process and the resident shall not have the rights set forth above, or if the cause for the conditions is determined after the transfer, the HA may still terminate tenancy.

[3] Such transfers may be initiated after the HA receives input from local law enforcement. In considering whether to initiate such transfers, the HA will take account the circumstances creating the risk of violence and make a determination in the best interest of the resident and the HA.

[4] Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms.

HOUSING AUTHORITY
OF THE COUNTY OF FRESNO

ADMINISTRATIVE PLAN
HOUSING CHOICE VOUCHER PROGRAM

JANUARY 1, 2010

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CHAPTER 1:
STATEMENT OF POLICIES AND OBJECTIVES

1.1 INTRODUCTION

The Housing Choice Voucher (HCV) Program, formerly known as the Section 8 Program, was enacted as part of the Housing and Community Development Act of 1974 for the purpose of providing housing assistance to low-income families. The HCV program is administered by the Housing Authorities of the City of Fresno (hereafter referred to as the "HA"). HA receives its funding for the HCV program from the Department of Housing and Urban Development (HUD); and is currently assisting approximately 6,600 families.

To administer the program, HA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. The HA must be in compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

In administering the program, HA is committed to maintaining compliance with the following:

- The regulations which govern the HCV program which are located in the Code of Federal Regulations at 24 CFR 982;
- The Fair Housing Act, 42 U.S.C. 3610-3619;
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d;
- The Age Discrimination Act of 1975, 42 U.S.C. 6101-6107;
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. ;
- Title II of the Americans with Disabilities Act, 42 U.S.C. 12101; and
- Title IX of the Education Amendments of 1972, as amended 20 U.S.C. 1681,

1.2 CERTIFICATIONS OF OBLIGATIONS

HA must submit a signed certification to HUD that:

- HA will administer the program in conformity with the Fair Housing Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act.

- HA will affirmatively further fair housing in the administration of the program.

1.3 HOUSING AUTHORITY OVERVIEW

The primary objective of HA is to provide decent, safe and sanitary housing to low-income families at an affordable cost. Our mission is to provide this housing within an environment that fosters the advancement of low-income families from a position of dependency to one of self-sufficiency.

The City and County Housing Authorities function as separate public agencies with separate governing bodies. Through a unique arrangement, the two Housing Authorities share a single Executive Director and staff, thus making it possible to draw on a more comprehensive staff while realizing the cost advantages that result from avoiding duplication, ordering in larger quantities, and sharing equipment and services. Both Housing Authorities are public housing agencies as defined in the United States Housing Act of 1937, as amended, and in 24 C.F.R. Chapter VIII. Both agencies have been organized under Section 31000, et a seq., of the California Health and Safety Code.

The Housing Authority of the City of Fresno and the Housing Authority of Fresno County are each governed by a seven-member Board of Commissioners. The City Board is appointed by the Mayor. Five of the seven commissioners are appointed to four-year, staggered terms. The other two members are appointed to two-year terms from among both the HCV and Public Housing programs. County Board of Commissioners is structured in the same manner, except that the County Commissioners are appointed by the Board of Supervisors.

The Housing Authority of the City of Fresno' s Housing Choice Department (HCD) administers the following Section 8 programs:

PROGRAM	ALLOCATIONS
HCV Vouchers	
County	5,425
Total	5,425

In addition to these vouchers the HCD also administers the Family Self-Sufficiency (FSS) Program to assist approximately 500 families. With the assistance of FSS coordinators, each FSS family works toward the attainment of a personal five-year written plan to move from dependency to self-reliance. The Department also assists eligible qualifying families to pursue the dream of home ownership through the Section 8 Homeownership option.

Jurisdiction

The jurisdiction of the HA is the City of Fresno.

1.4 LOCAL OBJECTIVES

The primary objective of the HA is to provide decent, safe and sanitary housing to low-income families at an affordable price.

The HCV Program is designed to achieve these major objectives:

1. To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.

2. To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.

3. To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low -income families.

4. To assist the local economy by maintaining a high lease up rate of available voucher funding to provide a steady flow of money into the community.

5. To encourage self sufficiency of participant families and assist in the expansion of family opportunities which addresses educational, socioeconomic, recreational and other human service needs.

6. To create positive public awareness and expand the level of family, owner, and community support in accomplishing the HA's mission.

7. To attain and maintain a high level of professionalism in our day-to-day management of all program components.

8. To administer an efficient, high-performing agency through continuous improvement of the HA's support systems and commitment to our employees and their development.

1.5 PURPOSE OF THE PLAN

[24 CFR 982.54]

The purpose of the Administrative Plan is to clearly outline the policies that govern the Housing Authority's administration of rental assistance programs. The plan includes program requirements established by HUD, as well as discretionary policies established by the Housing Authority.

The policies of this Administrative Plan comply with applicable local and State laws, as well as HUD and other Federal regulations and guidelines, including fair housing and equal opportunity requirements. If applicable regulatory changes conflict with this plan, regulations will have precedence.

The HA adheres to the Administrative Plan in administering all rental assistance programs.

1.6 HOW THE PLAN IS REVISED

The original plan and any changes must be approved by the Board of Commissioners of the City of Fresno. A copy of the plan must be provided to HUD.

As much as possible, revisions and additions are published to coincide with published changes in HA's Agency Plan. Interim changes, including Board mandates and administrative updates reflecting changes in law or regulatory requirements, will be made effective by memo from the Executive Director or designee.

The Administrative Plan is a supporting document to the HA Agency Plan, and is available for public review as required by CFR 24 Part 903.

1.7 ADMINISTRATIVE FEE RESERVE

[24 CFR 982.155]

All expenditures from the administrative fee reserve will be approved by the HA Board of Commissioners or the Executive Director and made in accordance with the approved budget.

1.8 RULES AND REGULATIONS

[24 CFR 982.52]

This Administrative Plan is set forth to define the HA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC (Annual Contributions Contract) and all HUD-approved applications for program funding.

1.9 MONITORING HA PERFORMANCE

1.9.1 The Section Eight Management Assessment Program (SEMAP)

[24 CFR 985.3]

SEMAP was designed by HUD as a tool to measure the performance of housing authorities administering the Housing Choice Voucher program and the family self-sufficiency component of the voucher program.

SEMAP is a performance measure tool designed to:

- Assess whether the housing choice voucher program is assisting eligible families to afford decent, safe, and sanitary housing at the correct subsidy cost;
- Measure HA performance in key areas of the housing choice voucher program to ensure program integrity and accountability;
- Assist housing authorities in assessing and improving their own program operations; and
- Evaluate whether the HA affirmatively furthers fair housing.

1.9.2 The Fourteen SEMAP Indicators

SEMAP includes the following 14 performance indicators and one bonus indicator:

1. Selection from the Waiting List
2. Reasonable Rent
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities
8. Payment Standards
9. Annual Re-examinations
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14. a. Family Self-Sufficiency Enrollment
    b. Percent of FSS Participants with Escrow Account Balances
15. Bonus indicator (De-concentration)

During the HA fiscal year, the HA will track its own performance on the 14 SEMAP indicators and the deconcentration bonus indicator. Within 60 days of the end of the HA fiscal year, the HA will complete and submit HUD-52648, SEMAP Certification to HUD.

The certification must attest to the results of quality control review HA performed on four indicators: selection from the waiting list; rent reasonableness; determination of adjusted income; and HQS enforcement.

Each indicator is assigned a numerical value, based upon HA performance. For indicators 9 through 14, HUD independently assesses and verifies HA's performance using data submitted electronically through HUD's Multifamily Tenant Characteristics System (MTCS) using the Family Report, form HUD-50058 and other available information.

Once all indicators have been scored, the overall score is determined by summing all earned points and dividing by the total possible points.

HUD will prepare a SEMAP profile for each HA, assign an overall rating, and notify the HA in writing of its rating on each SEMAP indicator, its overall SEMAP scores and its overall rating.

There are four possible ratings:

- High Performer Rating: score of 90 percent or higher
- Standard Performer Rating: score of 60 percent to 89 percent

- Troubled Performer Rating: score of less than 60 percent
- Modified or Withheld Rating: only when warranted by special circumstances

If the HA receives a troubled rating, the HUD field office must conduct an on-site confirmatory review before changing the rating to either "standard performer" or high performer".

The HA is required to correct any performance deficiencies within 45 days of notification by HUD. If the HA is unable to correct deficiencies within 45 days, it must submit a corrective action plan for each deficiency within 30 calendar days from the date of the HUD notice.

1.9.3 SEMAP Compliance Goals

The HA commits to administer its programs with a high degree of efficiency; therefore the department has set the following goals:

- Determining whether at least 98% of families were selected from the waiting list in accordance with the Admin Plan policies and met the selection criteria that determine their placement on the waiting list and the order selection.
- Determining whether at least 98% of randomly selected tenant files indicate that the HA approved reasonable rents to the owner at the time of initial lease-up and before any increase in rent and at the anniversary date (if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary).
- Determining at the time of admission and reexamination that in at least 90% of cases sampled, the HA properly did the following:

  a) Obtained 3rd Party verification of adjusted income or documented why 3rd party verification was not available;

  b) Used the verified information in determining the adjusted income;

  c) Properly attributed allowances for expenses; and

  d) Where the family is responsible for utilities under the lease, the HA used the appropriate utility allowances for the unit leased in determining the gross rent.

- The HA reviews utility rate data that it obtained within the last 12 months, and adjusts its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.
- Determining that during the fiscal year the HA performs supervisory HQS quality control inspections which meet the minimum sample size required by HUD. The HA supervisor's re-inspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.
- Determining that a review of selected files indicate that for 100% of life-threatening fail items and for at least 98% of non-emergency items which failed inspection, the HA

ensures timely correction of HQS deficiencies or abates Housing Assistance Payments (HAPs) or takes vigorous action to enforce family obligations.

- Demonstrating that the HA provides families and owners information which actively promotes the de-concentration of assisted families in low-income neighborhoods.
- Demonstrating that voucher payment standards are not less than 90% or more than 110% of the current applicable published FMR, unless a higher or lower payment standard is approved by HUD.
- Determining whether at least 96% of re-exams are processed on time.
- Determining whether at least 98% of all sampled tenant files have had the tenant rent calculated correctly.
- Determining whether at least 98% of newly leased units passed HQS inspections before HAP contract date.
- Determining whether the HA performs annual HQS inspections on time for at least 96% of all units under contract.
- Determining whether the percent of units leased during the last HA fiscal year was 98% or more, or the percent of allocated budget authority expended during the last HA fiscal year was 98% or more.
- Determining whether the HA has filled 80 -100% of its FSS slots
- Demonstrating whether at least 30% of the HA's FSS participants have escrow account balances.

1.9.4 Supervisory Monitoring

To ensure quality control, in addition to SEMAP factors above, supervisory monitoring will be conducted in accordance with departmental Performance Standards.

1.9.5 Internal Audits

The Quality Assurance Division conducts monthly audits to document compliance with SEMAP goals, regulatory requirements and department procedures so quality is consistently maintained. If an issue of noncompliance is detected, the matter will be reported with recommendations for corrective actions.

1.10 RECORDS RETENTION

In order to demonstrate compliance with HUD and other pertinent regulations, the HA will maintain records, reports and other documentation for three years as outlined in 24 CFR 982.158, and in a manner that will allow a speedy and effective audit.

1.11 TERMINOLOGY

[24 CFR 982.4]

The Housing Authorities of the City of Fresno is referred to as "HA" or "Housing

Authority" throughout this document.

The Housing Choice Voucher program is referred to as "HCV" throughout this document.

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

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

See Glossary for other terminology.

1.12 FAIR HOUSING POLICY

[24 CFR 982.54(d)(6)]

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability, or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/local information to voucher holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the voucher holder's briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA's facilities are inaccessible to or unusable by persons with disabilities.

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

The HA’s central office **is** accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDY telephone service provider.

1.13 ACCOMMODATIONS POLICY

[24 CFR 8.28]

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefit of, or be subjected to discrimination under any program or activity of the HA. The HA will take appropriate measures to ensure that an individual with handicaps shall have equal access to available services, programs, and activities offered. Such appropriate measures include, but are not limited to:

- provision of telecommunication devices for the deaf;
- provision of sign language interpreters, as requested;
- provision of readers and amanuenses, as requested;
- utilization of barrier-free meeting places;
- provision of a discrimination complaints procedure;
- a list of accessible units will be provided, when available.

The HA may contact and obtain services from one of, but not limited to, the following Agencies to accommodate person with disabilities:

- California State Department of Rehabilitation
- Center for Independent Living
- Central Valley Regional Center
- Deaf and Hard of Hearing Service Center, Inc.
- Friendship Center for the Blind, Inc.
- Self Help for Hard of Hearing People, Inc.

Accessibility for the hearing impaired is provided by the TDY telephone service provider.

1.13.1 Persons with Disabilities

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

1.13.2 Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability" means:

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

Those "regarded as having such an impairment" may include those with conditions such as obesity or cosmetic disfigurement, and individuals perceived to be at high risk of incurring a

work-related injury..

Individuals with contagious diseases who do not pose a direct threat to others are covered by the Act. AIDS victims and those who test positive for the HIV virus are considered to have a disability.

1.13.3 Approval/Denial of a Requested Accommodation

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

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

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

1.13.4 Verification of a Request for Reasonable Accommodation

A request for an accommodation can be made at any time.

For purposes of this section the term participant may also apply to an applicant.

Any resident that requests an accommodation will be given a packet that contains the following:

Form 1: Notice of the Right to Reasonable Accommodation
Form 2: Request for a Reasonable Accommodation
Form 3: Verification of Need for Reasonable Accommodation

All requests for an accommodation must be in writing. A resident may request an accommodation for this requirement.

All residents that request a reasonable accommodation must submit Forms 2 and 3 to the AHD supervisor or his designee.

The AHD staff or management will forward the reasonable accommodation request to the ADA Coordinator for processing.

The ADA Coordinator will evaluate the request and consult with the designated AHD supervisor before rendering a decision. Before making a determination whether to approve the request, the ADA Coordinator may enter into discussion and negotiation with the family,

request more information from the family, or may require the family to sign a consent form so that the HA may verify the need for the requested accommodation. Except in cases involving an imminent emergency, decisions on a request for reasonable accommodation or modification shall be made by the ADA Coordinator as soon as practicable but in no event later than thirty (30) calendar days after the request form(s) is completed and the HA has received all information needed to make a decision.

The Reasonable Accommodation Request form will include an approval or a denial of the request. If denied, the form will include reasons for denial and possible alternative accommodations.

Alll outcomes will be recorded in the ADA database.

Approved copies of the Decision on Reasonable Accommodation Request will be sent to the AHD supervisor to execute the reasonable accommodation~~.~~

Additional policies regarding reasonable accommodation are referenced in other chapters throughout this Administrative Plan. The section reference is in parentheses.

- Special accommodation when submitting an application (2.2)
- Higher utility allowances as reasonable accommodation for a person with disabilities (6.20.5)
- Special accommodation when requesting an individual HCV briefing (8.2.4)
- Special accommodation when additional time is needed to search for a unit (8.5.2)
- Special housing types as a reasonable accommodation (9.3.2)
- Waiver of Restriction on Renting to Relatives When Needed for Reasonable Accommodation (9.4)
- Exception Payment Standards When Needed as a Reasonable Accommodation (11.2.1)
- When a Reasonable Accommodation is Needed to Complete the Annual Reexamination (12.4.1)
- When a Reasonable Accommodation is Needed to Move Within the First Year of the HAP Contract (13.3.1)
- When a Reasonable Accommodation is Needed to Move and Balancing is Still Owing (18.4.5)
- Informal Hearing: Rescheduling When Needed as a Reasonable Accommodation for a Person with Disabilities (19.4.4)
- Section 8 Homeownership Program (21.2 and 21.3.1)

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

1.14 WHEN TRANSLATION SERVICES ARE NEEDED

The HA will take affirmative steps to communicate with people who need services or information in a language other than English. These will be referred to as Persons with Limited English Proficiency (LEP). LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants.

The HA is committed to providing meaningful access to the Authority's programs and services to all eligible persons, including those who have limited English proficiency because of their national origin. The HA has analyzed its operations and the populations it serves, and has developed a Language Assistance Plan which is part of our Five-Year Plan/Annual Plan. The plan details the steps the HA will take to provide meaningful access in connection with our programs and services to these populations. The two primary language assistance needs in the Fresno area are for persons speaking Spanish and Hmong.

1.14.1 Oral Translation

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish and Hmong and orally translates documents into Spanish and Hmong. Where bilingual staff is not available to interpret for these families, the HA will use an online language interpretation service, which offers translation in over 100 languages, to communicate effectively with clients.

1.14.2 Written Translation

In determining whether it is feasible to provide translation of documents written in English into other languages, the HA will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
- Estimated cost to HA per client of translation of English written documents into the other language.
- The availability of local organizations to provide translation services to non English -speaking families.
- Availability of bi-lingual staff to provide translation for non English -speaking families.

1.15 PRIVACY RIGHTS

[24 CFR 5.230]

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

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

In the event the HA should come into possession of confidential medical information, such information must be kept confidential. The personal information must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by a supervisor. Personal medical information of a confidential nature must not be retained in the client's file.

The HA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

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

All files must be signed for when removed from the secured file storage area.

1.16 FAMILY OUTREACH

[24 CFR 982.266]

The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When the HA's waiting list is open, the HA will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means. Notices will also be provided in other languages.

To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media, and initiate contact~~s~~ with members of the news media and community service personnel. The HA may also utilize public service announcements.

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

1.17 OWNER OUTREACH

[24 CFR 982.54(d)(5)]

The HA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. Owners may list available units on the agency website at **www.hafresno.org**.

The staff of the HA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

The HA has active participation in a community based organization(s) comprised of private property and apartment owners and managers.

The HA encourages program participation by owners of units located outside areas of poverty or minority concentration. The purpose of these activities is to provide more choice and better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside the HA's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration .

The HA provides a direct phone line to handle owner questions and concerns. The Owner Services Division, in addition to taking calls daily, has also compiled information regarding commonly asked questions and answers for our website. Owners seeking information or forms can access the website at www.hafresno.org

The HA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

1.18 VIOLENCE AGAINST WOMEN ACT (VAWA) 2005

On January 5, 2006, the Violence Against Women Act of 2005 (VAWA) was signed into law. The Act is intended to protect the rights of victims of domestic violence, dating violence, sexual assault, or stalking. The legislation imposes several important requirements on public housing agencies that operate a Housing Choice Voucher (HCV) program.

One important provision in the Act applies directly to the HA as well as to landlords, owners and managers participating in the HCV program. This provision protects victims of domestic violence from being evicted from their subsidized unit or having their housing assistance terminated solely because they are victims as defined under this Act.

Specific policy in regards to VAWA is covered in the following sections in this Administrative Plan:

- Verification under the Violence Against Women Act – See Chapter 7, Section 7.12
- Request to move related to VAWA – See Chapter 13, Section 13.2
- VAWA and termination of assistance – See Chapter 15, Section 15.5

CHAPTER 2
APPLYING FOR ASSISTANCE, ESTABLISHING A WAIT LIST & WAIT LIST MAINTENANCE

[24 CFR 982.201-207]

2.1 INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. At the time the wait list is open, families wishing to participate in the housing choice voucher program must submit a pre-application providing all information requested by the HA. This information allows the HA to place each applicant on the wait list in accordance with the policies in this Administrative Plan.

This chapter will explain the policies for the initial pre-application intake process. It describes how the HA accepts the pre-applications and how the HA maintains the wait list with accurate information. The policies that guide the HA are outlined and are organized into two sections, as follows:

Section One: Initial Pre-Application Process: This section covers an overview of the initial pre-application intake process. It will explain how an applicant may apply for rental assistance and describe what information is required from each applicant.

Section Two: Managing the Wait List: This section describes the structure and establishment of a preliminary wait list and how it is maintained with current and accurate information. It will explain the HA policies on how to notify the public of the opening and closing of the wait list.

Other related information such as selection from the wait list, completion of the full application, and local preferences are covered in Chapter 3. Eligibility for program admission as well as grounds for denial of admissions is covered in Chapter 4.

SECTION ONE: Initial Pre-Application Process

2.2 HOW TO APPLY

The HA is permitted by HUD to determine the format and content of applications. For the purpose of establishing a wait list, pre-applications will be accepted from any family wishing to apply for Housing Choice Voucher rental assistance. The HA may select one or more of the following methods for pre-applications:

- By phone
- By mail
- Submitted in person
- By other method as described in the public announcement

At the time the HA announces its intent to open the wait list, the actual methods for accepting pre-applications will be clearly stated in the public announcement and similar outreach methods.

If an applicant is disabled and requires special accommodation in submitting an application, the accommodation request must be made in writing prior to the closure of the wait list. Specific instructions for making a reasonable accommodation request will be included in the public notice and other pre-application outreach materials.

2.2.1 Pre-Application by Web Application

When this method is available, families can apply on-line @ www.hafresno.org.

2.2.2 Pre-Application Intake by Phone or by Mail

When this method is available, pre-applications taken by phone or mail will be recorded according to date and time received.

2.2.3 Pre-Application Intake In Person

When this method is available, pre-applications will be completed by the family and HA will record the date and time the application is received.

In accordance with HUD regulations {24 CFR 982.205 (ii)}at the time an applicant is applying for HCV assistance, if applications are being accepted for Public Housing, the family must be offered an opportunity to apply for the other program.

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

2.2.4 Special Admissions: Assistance Targeted by HUD

[24 CFR 982.203]

If HUD awards the HA program funding that is targeted for families living in specified units:

- The HA must use the assistance for the families living in these units.
- The HA may admit a family that is not on the HA wait list.
- The HA must maintain records showing that the family was admitted with HUD-targeted assistance.

The following are examples of types of program funding that may be targeted for a family living in a specified unit:

- A family displaced because of demolition or disposition of a public housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;

- A non-purchasing family residing in a project subject to a homeownership program (under 24 CFR 248.173;
- A family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

2.2.5 Targeted Admissions

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system and are not maintained on separate wait lists.

2.2.6 Tenant-Based Vouchers for the Family Unification Program (FUP)

FUP Program

This targeted program makes Housing Choice Vouchers (HCVs) available to eligible families/youth as defined below. The purpose of the FUP is to promote family unification by providing HCVs to families for whom the lack of adequate housing is a primary factor in the separation, or the threat of imminent separation, of children from their families. The program is also designed to provide HCVs to youths 18 to 21 years old who left foster care at age 16 or older and lack adequate housing. The program is administered in collaboration, based on a Memorandum of Understanding, between the Fresno Housing Authorities (HA) and the Department of Children and Family Services (DCFS).

FUP-Eligible Family or FUP-Eligible Youth

Families meeting the qualification of the FUP program are referred to the HA for a determination of eligibility for a HCV. To be eligible for referral a family or youth must meet one of the following definitions:

- A FUP-eligible family is a family that DCFS has certified as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care.
- A FUP-eligible youth is a youth that DCFS has certified to be at least 18 years old and not more than 21 years old (has not reached hi/her 22nd birthday) who left foster care at age 16 or older (or as a result of being declared emancipated by a court) and who does not have adequate housing, and that the HA has determined is eligible for a HCV.

This is the first step in determining eligibility. When FUP vouchers are available, these families must also be determined by the HA under Housing Choice Voucher program rules to be eligible for a HCV.

FUP and the HCV Waiting List

Families/youth referred to the HA by DCFS will be checked against applicants on the HCV waiting list. Any matches must be assisted in order of their position on the HCV waiting list

according to the HA's admission policies. Any family or youth certified by the DCFS as eligible and not on the HCV waiting list must be placed on the waiting list. If the HA has a closed HCV waiting list, it must reopen the waiting list to accept a FUP applicant family or youth who is not currently on the HA's waiting list.

The HA must also determine if any families with children, or youths age 18 through 21 on the HCV waiting list are living in temporary shelters or on the street and may qualify for the FUP, and refer such applicants to the DCFS.

The HA must determine if families with children, or youths age 18 through 21 referred by the DCFS are eligible for HCV assistance and place eligible families/youths on the HCV waiting list.

HCV-FUP Program Requirements

The following are requirements the HA will follow regarding the FUP program:

- All eligible DCFS referrals will be added to the HCV waiting list and coded "FUP".
- When FUP vouchers are available, applicants with the "FUP" code will be selected according to the date and time of their application.
- Once a FUP-eligible family or FUP-eligible youth is admitted to the program, the HA will track the family/youth via the HUD-50058, Family Report with the program code "FUP" on line "2n" of the Family Report. The HA must maintain this code on the form HUD-50058 for the duration of the FUP family/youth's participation in the HCV program.
- A FUP voucher issued to a FUP-eligible youth may only be used to provide housing assistance for the youth for a maximum of 18 months.
- Documentation of a family or youth's eligibility for a FUP voucher must supply a clear audit trail to show the families were admitted to the program according to the applicable program rules and requirements.
- FUP vouchers will be administered according to the program requirements in the Federal Register, Vol. 73, No. 227 dated November 24, 2008, *Notice of Funding Availability for Fiscal Year 2008 Family Unification Program*; in 24 CFR 982; and the Memorandum of Understanding between DCFS and the HA.

2.3 VETERANS AFFAIRS SUPPRORTIVE HOUSING (VASH PROGRAM)

The HA has been selected to make 35 vouchers available in our community for homeless veterans through the 2008 Appropriations Act. This program combines tenant-based HCV assistance with supportive services through the local Veterans Affairs medical centers (VAMC).

Wait list and local preferences do not apply to these families who will be referred to the HA directly by the VAMC. Families must be tracked via the HUD-50058 with the coding "VASH" on line 2n, "other special program". Admission screening (as covered in Chapter 4) does not apply to these families except to ensure prohibition of admission of any household member who is subject to a lifetime registration requirement under a State sex offender registration program.

HUD program requirements and procedures for the VASH program are detailed in the Federal Register, Vol 73, No. 88 dated May 6, 2008, *Section 8 Housing Choice Vouchers: Implementation of the HUD-VA Supportive Housing Program.*

2.4 PRE-APPLICATION

[24 CFR 982.204]

Pre-applications will include the following:

For head of household:

- Social Security number
- First, middle initial and last name
- Date of birth
- Gender
- Street address, city, state and zip
- Contact phone number
- Race
- Ethnicity
- E-Mail Address

For other family members:

- For each member: first and last name; relationship to head of household; date of birth; and gender

Other information:

- Check preferences that apply
- Identify whether any household member is a person with disabilities and/or a person with a mobility impairment needing an accessible unit (wheelchair accessible)
- Identify whether a current member of the U.S. Armed Forces; a U.S. veteran; or surviving spouse of a veteran.

SECTION TWO: Managing the Wait List

2.5 PRELIMINARY WAIT LIST ESTABLISHMENT

[24 CFR 982.204 and 205]

HUD requires the HA to maintain a single wait list for the HCV program unless it serves more than one county or municipality.

2.5.1 Opening and Closing of the Wait List

[24 CFR 982.206, 982.54(d)(1)]

The HA announces its intent to accept pre-applications for the purpose of establishing a wait list by placing a public notice in *The Fresno Bee,* a local newspaper of general circulation, and also by minority media and other suitable means, including the agency website at www.hafresno.org..

The notice will comply with HUD fair housing requirements. The notice will contain:

- The dates, times, and the locations where families may apply.
- The program(s) for which applications will be taken.
- A brief description of the program(s).

- The methods by which pre-applications will be accepted.
- Limitations, if any, on who may apply.

Normally, the opening and closing dates for application intake will be clearly stated in the notice.

However, if at the time the wait list is opened, the closing date for pre-application intake has not yet been determined, the notice will indicate that application intake will be until further notice. Once it becomes necessary to close the wait list due to the existing wait list containing an adequate pool of applicants (i.e., expected time before families will be selected is anticipated to be between 12 and 24 months) for use of available program funding, the HA will apply the same advertising methods of broad general circulation for closing the wait list as were used for opening the wait list.

2.6 PRELIMINARY WAIT LIST STRUCTURE

Once the pre-application is complete, the HA will place all applicants on the wait list; determination of eligibility will not be assessed until the full formal application process which is covered in Chapter 3 under Section Two, *The Full Application Process* and Section Three, *Determining Applicants Eligible or Ineligible*. Families will receive confirmation that their application was accepted and will be informed to notify the HA in writing within 10 business days of address changes.

At the time of the pre-application, any information indicating the applicant may qualify for a local preference (e.g., an applicant's certification that they reside within the jurisdiction qualifying them for the Residency Preference) will be accepted without verification at the pre-application. Actual entitlement for a local preference will be developed and verified during the full application process.

The wait list will be maintained in accordance with the following guidelines:

1. The pre-application will be a permanent file.
2. Applications must include as a minimum the following information to be placed on the preliminary wait list with the following information about each applicant: 1) name; 2) family unit size; 3) date and time of the completed pre-application; 4) information pertaining to possible qualification for a local preference; and 5) race and ethnicity of the head of household.
3. Applications will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

False statements on the pre-application regarding preferences are grounds for denial of admission and the pre-application would be cancelled; see Section 3.9 in this Administrative Plan for related information about preference denials.

2.7 APPLICANT STATUS WHILE ON WAIT LIST

[CFR 982.202 (c), 982.204]

No applicant has a right or entitlement to be listed on the wait list, or to any particular position on the wait list.

Applicants are required to inform the HA in writing of changes of their address within 10 business days of the occurrence. This will also assist the HA in establishing and maintaining a current and updated wait list to more effectively plan for future application intake. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in assistance.

The wait list will be maintained with accurate information.

2.8 PURGING THE WAIT LIST

[24 CFR 982.204 (c)]

The wait list will be purged as needed to ensure that all applicants and applicant information is current and accurate. To update the wait list, the HA will send an update request via first-class mail to each family on the wait list. The applicant will be asked whether the family continues to be interested in the program and will provide a deadline by which the family must respond. This update request will be sent to the last address that the HA has on record for the family.

2.9 GROUNDS FOR CANCELLATION FROM THE WAIT LIST

Any mailings to the applicant which require a response by a specific deadline will state that failure to respond by the deadline will result in the applicant's name being removed from the wait list.

If a letter is returned by the Post Office, the application will be canceled without further notice, and the envelope and letter will be maintained in the file.

If the applicant did not respond to the HA request for information or updates because of a family member's disability, this fact will be verified and documented, and the HA will reinstate the applicant in the family's former position on the wait list.

The HA will cancel the application when the applicant does not respond to the HA's request for response or when the application expires, whichever occurs first. Applicants may be reinstated after the HA has conducted a review of the case and is approved.

CHAPTER 3
SELECTION FROM THE WAIT LIST FOR ADMISSION

[982.54(d)(1); 982.202 (d) 982.204, 982.205, 982.206, 982.207]

3.1 INTRODUCTION

After the preliminary wait list has been established and as vouchers become available for admission, the HA will create an application pool, verify whether the applicant qualifies for any local preference and begin the full application process. For information about Applying for Assistance, refer to Chapter 2; or for information about Eligibility for Admission, refer to Chapter 4.

This chapter will describe the following policies:

- Selecting families from the preliminary wait list
- Establishing and verifying preferences
- Completing the full application for final eligibility determination
- Selecting of eligible applicants for voucher issuance

The policies are outlined and are organized into three sections, as follows:

Section One: Creating an Application Pool. This section will cover creating an application pool from the preliminary wait list based on preferences. Applicants with equal preference points will be selected according to date and time of the pre-application.

Section Two: The Full Application Process. This section will explain how the applicants are invited to the formal initial eligibility interview to complete the full application.

Section Three: Determining Applicants Eligible or Ineligible. This section will explain the process of the final eligibility determination for voucher issuance, determining families ineligible or returning applicants to the preliminary wait list.

SECTION ONE: Creating an Application Pool

3.2 APPLICATION POOL
[24 CFR 982.204]

As families reach the top of the preliminary wait list and based on the HA's turnover and the availability of funding, applicants will be selected from the preliminary wait list to form a final eligibility pool.

It is the HA’s objective to pull names from the wait list within a reasonable amount of time and determine if the family is eligible for assistance. The information provided on the pre-application will be verified during this final eligibility process.

3.3 LOCAL PREFERENCES
[24 CFR 982.207]

Preferences affect only the order of the applicants on the waiting list. They do not make anyone eligible who was not eligible before.

The HA may establish local preferences based upon housing needs and priorities as determined by the HA and based on accepted data sources, after providing an opportunity for public comment, and will consider the public comments received.

Although no verification of preference is required at pre-application, before the family is provided assistance, the family's eligibility for the preference based on the current circumstances will be verified.

The HA has established the local preferences which will be given a cumulative point value so the more preference points an applicant has, the higher the applicant's place on the waiting list.

1. **Shelter Plus Care Resident Preference (10 Points)**

   This preference is for an individual or family that needs a voucher to prevent displacement because of a shortage of funding in the Shelter Plus Care program.

2. **Residency Preference (10 Points)**

   This local preference would continue to give a preference for applicants who reside and/or work in the City and County of Fresno.

   This is further defined to mean:

   - The family must live, or at least one member must have a job, within the limits of Fresno County.
   - Applicants who have been notified that they are hired to work in Fresno County must be treated as a resident.
   - A resident is also defined to mean at least one adult member of the applicant household is currently enrolled in a Fresno County institution of higher education.

   HUD regulations state that a residency preference must not be based on how long an applicant has resided or worked in a residency preference area.

3. **United States Veteran's Preference (10 Points)**

   This preference applies to active U.S. Armed Forces, veterans and their surviving spouses.

4. **Elderly or Disabled Person Preference" (10 Points)**

   An elderly preference applies to a gives a person who is age 62 or older.

   A disabled person preference applies if one or more of the following applies:

   - Receives Social Security or Supplemental Security benefits or otherwise meets the definition of disabled as defined under Section 223 of the Social Security Act as follows:

     Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to

last for a continuous period of not less than 12 months; or

In case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416 (i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

- Section 102 (b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary [of Health, Education, and Welfare] 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, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.

Referrals from Law Enforcement Agencies

This preference is subject to the approval of the Executive Director. The HA may distribute application forms and may issue a voucher to families or single persons that are referred by law enforcement agencies. The types of referrals that will be considered include, but are not limited to:

- Victims under witness protection programs, or
- Victims of domestic violence.

Law enforcement referrals must be made in writing, on law enforcement agency letterhead, and signed by the requesting officer and his or her immediate supervisor. Eligibility, including background checks, will be confirmed for all members.

DIsplacement Referrals from Governmental Entities

This preference is subject to the approval of the Executive Director. The HA may distribute application forms and may issue a voucher subject to availability to families or single persons that are referred by local governmental officials. The types of referrals that will be considered include, but are not limited, to:

- Persons displaced as the result of a government-declared natural disaster
- Persons displaced as the result of governmental action.

Referrals must be made in writing, on financial institution letterhead or governmental letterhead, and signed by the requesting official and his or her immediate supervisor. Eligibility, including background checks, will be confirmed for all members.

3.4 METHOD OF SELECTION

[24 CFR 982.202(d) and 982.207 (c)]

The HA selects families from the preliminary wait list according to highest cumulative point value of any preference(s) claimed. Applicants with equal preference points will be selected according to date and time of the pre-application. [The HA is considering a lottery selection

method for future intake. Should this method be used in the future, it will be announced to all applicants].

Once the initial application pool is established, each applicant will be invited to the full application process. The HA will conduct this method of selection so there is a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in this administrative plan.

3.5 PREFERENCE ELIGIBILITY

[24 CFR 982.207]

Change in Circumstances

Change in an applicant's circumstances while on the wait list may affect the family's entitlement to a preference. Applicants are required to notify the HA in writing when their circumstances change. When an applicant supplies information which indicates qualification for an additional preference, the applicant will be placed on the wait list in the appropriate order determined by the newly-claimed preference**, in combination with any previously-claimed preference.**

SECTION TWO: The Full Application Process

3.6 FULL APPLICATION COMPLETION

HUD recommends obtaining the information and documents needed to make an eligibility determination through a face-to-face interview.

The HA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to provide information about the application and verification process, as well as to advise the family of other HA services or programs for which the family may be available.

Applicants will be required to complete a Personal Declaration Packet which ***may be*** mailed to the applicant in advance to complete.

Being invited to attend an interview does not constitute admission to the program. The head of household and spouse may both be required to attend the interview.

Applicants who want to reschedule an appointment must make the request to reschedule no later than 2 days prior to the original appointment date. If the applicant does not reschedule or misses one scheduled meeting, the HA will reject the application.

The family will be required to provide the following information for each family member within the household:

- Applicant name
- Family composition
- Racial or ethnic designation of the head of household

- Names, sex and ages
- Relationship to head of household
- Street Address and phone numbers (message and contact numbers)
- Mailing Address (If PO Box or other permanent address)
- Amount(s) and source(s) of income received by all household members
- Information regarding disabilities to determine qualifications for allowances and deductions
- Information related to qualification for preferences
- Social Security Numbers
- Citizenship/eligible immigration status
- Answers to questions regarding arrests/convictions for drug-related or violent criminal activity or child molestation
- If applicable, a Request for Specific Accommodation, if needed by a person with disabilities in order to fully utilize program and services
- Current and previous landlords names and addresses
- Emergency contact person and address
- Program integrity questions regarding previous participation in HUD programs
- Verification of local preferences

3.7 VERIFICATION

[24 CFR 982.201(e)]

All adult members must sign and complete the Application for Initial Occupancy, HUD Form 9886 (Release of Information), the declarations and consents related to citizenship/immigration status and any other documents required by the HA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD Form-9886.

Applicant is required to provide necessary verification which may not be more than 60 days old from the date of the initial eligibility interview. All information provided by the applicant, will be verified, using the verification procedures described in Chapter 7. If any information is not supplied or if the family fails to sign any of the forms required, the application may be denied. These and other grounds for denial of admission are described in Chapter 4.

As part of the full application process, the HA will verify the family's eligibility for a local preference based on current circumstances

If the information is not supplied or if the family fails to sign any of the forms required, the application may be denied. These and other grounds for denial of admission are described in Chapter 4.

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect.

3.8 FINAL ELIGIBILITY DETERMINATION

[24 CFR 982.201]

Each applicant will be interviewed by HA staff to review the information on the Application for Initial Occupancy Packet.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information **in writing.** The family will be given **7 calendar** days to supply the information. Extensions beyond 7 days may be permitted upon approval of the intake staff member. If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance.

3.8.1 Placement on the Waiting List

If the family is determined eligible, they will be notified of the approximate time that assistance should be available. They may be placed on the waiting list until the criminal background checks have cleared for all required family members. Once cleared, the eligible applicants will be required to attend a briefing appointment in order to receive the voucher.

3.9 PREFERENCE DENIAL

[24 CFR 982.207]

If upon verification the HA determines that the family does not qualify for the preference claimed, the family does not receive the preference and will be returned to the wait list. The applicant will be placed on the wait list without benefit of the preference. In this situation the HA must provide a written notice stating the reasons for the determination. An informal review is not required.

If the applicant falsifies documents or makes false statements regarding a preference, the application will be denied and cancelled. The family will be notified in writing when this occurs, and advised of the family's right to request an informal review.

CHAPTER 4
ELIGIBILITY FOR ADMISSION

4.1 INTRODUCTION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]
The HA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the HA to confirm eligibility and determine the level of the family's assistance. This chapter also covers the grounds for denial of admission and screening for criminal background checks related to this program.

This chapter is divided into three sections.

Section One: This section contains HUD and HA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Section Two: This section discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Section Three: This section covers factors related to denial of assistance and criminal background checks.

SECTION ONE: Eligibility Factors and Definitions

4.2 ELIGIBILITY FACTORS AND REQUIREMENTS

There are five eligibility requirements for admission to Section 8. An applicant must:

1. Qualify as a family;
2. Have income within the income limits;
3. Meet citizenship/eligible immigrant criteria ;
4. Provide documentation of Social Security Numbers for each household member; and
5. Sign consent authorization documents for each adult in the household.

In addition to the above, in order for a family to be determined eligible the HA will conduct criminal background checks in accordance with this chapter. A family may be denied assistance if the results show evidence which would prohibit admission to the HCV program. For more information, see Section Three in this Chapter.

4.3 FAMILY COMPOSITION
[24 CFR 5.403, 982.201]

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A group of persons may be:

- Two or more persons sharing residency, who are not categorized as an elderly or disabled family, whose income and resources are available to meet the family' needs. There must be a relation by blood, marriage or operation of law, or the group must provide evidence of a significant relationship determined to be stable by the HA. The following is to be considered as relation by blood: mother, father, children, cousin, niece, nephew, aunt, grandfather, grandmother.
- Two or more elderly or persons with disabilities living together, or one or more elderly, near elderly or persons with disabilities living with one or more live-in aides is a family.

A child who is temporarily away from home because of placement in foster care is to be considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A single person may be:

- An elderly person
- A displaced person
- A person with a disability
- Any "other single" person

4.3.1 Stable Relationship

When the applicant group is not related by blood, marriage, or operation of law, the HA will require that the applicant group provide evidence of a stable relationship.

The HA defines a stable relationship as

1. A relationship that has been in existence for a minimum of 6 months, or
2. The parties provide financial support for each other.

Acceptable documentation of a stable relationship includes lease agreements indicating that eh parties have lived together for at least 6 months, utility bills, other joint bills and/or bank account(s) (need to provide for a 6-month period), and on a case-by-case basis, letters from a social service provider or religious organization confirming the relationship.

4.4 DEFINITIONS RELATED TO FAMILY COMPOSITION

4.4.1 Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

4.4.2 Spouse of Head

Spouse means the husband or wife of the head. For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the

relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

4.4.3 Co-Head

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

4.4.4 Live-in Aide

[24 CFR 982.316]

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

- Is determined by the HA to be essential to the care and well being of an elderly person, near-elderly (50-61) person, or a person with disabilities,
- Is not obligated for the support of the person(s),
- Would not be living in the unit except to provide care for the person(s), and
- Must be a specific person, approved by the HA, who lives in the unit as his or her primary residence.

Occasional, intermittent, multiple or rotating caregivers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances. Program guidance from HUD does provide that on a case-by-case basis an exception to this rule may be granted as explained below:

> A family may always request a reasonable accommodation to permit program participation by individuals with disabilities. A family's composition or circumstances may warrant the provision of an additional bedroom to permit disability-related overnight care and allow the family equal use and enjoyment of the unit. Such limited exceptions to the established subsidy standards are permitted under 24 CFR Section 982.402(b)(8). The PHA must consider requests for an exception to the established subsidy standards on a case-by-case basis and provide an exception, where necessary, as a reasonable accommodation. The PHA shall document the justification for all granted exceptions.

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

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.

4.5 VERIFICATION OF NEED FOR A LIVE-N AIDE

A live-in aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or

case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or a person with disabilities.

4.6 APPROVAL OR DISAPPROVAL OF A PARTICULAR PERSON AS LIVE-IN AIDE

A live-in aide may only reside in the unit with the approval of the HA. At any time, the HA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.
- The person does not pass the HA's criminal background check requirements.
- Does not reside in the unit, but has a residence elsewhere.

4.7 SPLIT HOUSEHOLDS PRIOR TO VOUCHER ISSUANCE

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.
2. Which family unit retains the children or any disabled or elderly members.
3. Restrictions that were in place at the time the family applied.
4. Role of domestic violence in the split.
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

4.8 MULTIPLE FAMILIES IN THE SAME HOUSEHOLD

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

4.9 JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. The term, "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

SECTION TWO: Basic Eligibility Criteria

After determining the applicant meets the definition of family as described in this chapter, the following eligibility criteria must also be met.

4.10 INCOME LIMITATIONS

[24 CFR 982.201, 982.353]

In order to determine if the family is income-eligible, the HA compares the annual income of the family to the applicable income limit based on the family's size. Except as listed in the low-income categories below, families must have incomes at or below 50% of the Area Median Income.

For each fiscal year, not less than 75% of its new admissions must have incomes at or below 30% of the area median income. Tracking will be done to ensure the HA does not exceed these income targeting limits. Families whose annual income exceeds the income limit will be denied admission and offered an informal review.

In order to be eligible for assistance, an applicant must be either:

- A very low-income family; or
- A low-income family in any of the following categories:
  - A low-income family that is continuously assisted under the 1937 Housing Act. (An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 90 days of voucher issuance. Programs include Public Housing, all Housing Choice programs, and all Section 23 programs).
  - A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
  - A low-income non-purchasing family residing in a project subject to a resident homeownership program under 24 CFR 248.173.
  - A low-income or moderate-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
  - As a local policy, the HA will permit admission of additional categories of low-income families who meet the requirements specified in Chapter 3 of the Plan, "Referrals from Law Enforcement Agencies" and "DIsplacement Referrals from Governmental Entities".

4.10.1 Portability

For initial lease-up, families who exercise portability must be within the very low-income limit for the jurisdiction of the receiving HA in which they want to live.

4.11 MANDATORY SOCIAL SECURITY NUMBERS

[24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security numbers for all family members, or a self-certification stating that no SSN has been issued. The HA will request the family provide a Social Security Card for each family member. If the family cannot provide a Social Security Card, the HA will also accept the following documents as evidence if the SSN is provided on the document:

- Driver's License
- Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union.
- Payroll Stubs
- Benefit award letters from government agencies; retirement benefit letters; life insurance policies
- Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, the HA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The HA will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

The HA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the HA will grant an additional 60 calendar days to provide documentation.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

4.12 CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

[24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD in 24 CFR 5.504 and 5.508. For the citizenship/eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

4.12.1 Mixed Families

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

4.12.2 No Eligible Members

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

4.12.3 Non-Citizen Students

Defined by HUD in the non-citizen regulations are not eligible for assistance.

4.12.4 Appeals

For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

4.12.5 When to Verify Citizenship/Eligible Immigration Status

Evidence of citizenship/eligible immigrant status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a voucher, unless the HA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

4.13 FAMILY CONSENT TO RELEASE OF INFORMATION

[24 CFR 5.230, HCV GB, p. 5-13]

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

4.14 RESTRICTION ON ELIGIBILITY OF STUDENTS

[24 CFR 5.612]

The student rule applies to all students who are applying as individuals, apart from their parents. The rule applies to students enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential. This does not apply to students who are living with his/her parents who are applying for or receiving section 8 assistance.

No assistance shall be provided to any individual student that meets the following criteria:

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C.1002), and is
- Under the age of 24,
- Not a veteran,
- Unmarried, or
- Does not have a dependent child.

Unless the student is determined independent from his or her parents, the eligibility of a student seeking assistance will be based on the income of both student and the parents. The student must be determined income eligible for assistance based on whether the student's parents, individually or jointly, are income eligible for assistance. Both the student's income and the parent's income must be separately assessed for income eligibility.

HUD defines *"parents"* for the purposes of Section 8 programs to mean the biological or adoptive parents, or guardians (e.g., step-parents, grandparents, aunt/uncle, godparents, etc.). The HA will adopt this definition without adding any further stipulations.

The HA will adopt the following definition of "*veteran"* for the purposes of this section to mean a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

SECTION THREE: Denial of Assistance

This section describes the reasons why an applicant may be denied assistance.

A family that does not meet eligibility requirements will be notified in writing of the reason for denial and given an opportunity to request an informal review; or an informal hearing if they were denied due to non-citizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

This section also describes the HA's policy regarding conducting criminal background checks which may result in the denial of admission.

4.15 DENIAL OF ASSISTANCE, WHEN IT APPLIES

Denial of assistance includes any of the following:

- Not placing the family's name on the waiting list
- Denying or withdrawing a voucher
- Not approving a request for tenancy or refusing to enter into a HAP contract

4.16 PROHIBITED ADMISSION CRITERIA

[24 CFR 982.202(b)]

Denial of admission to the program may not be based on:

- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside the HA's jurisdiction (See Chapter 13, Portability.)
- Certain family characteristics, such as:
  - Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock;
  - Discrimination because a family includes children;

- Discrimination because of age, race, color, religion, sex, or national origin;
- Discrimination because of disability; ;
- Whether a family decides to participate in a family self-sufficiency program; or
- Whether or not a qualified applicant has been a victim of domestic violence, dating violence, or stalking.

4.17 MANDATORY DENIAL OF ASSISTANCE

[24 CFR 982.553(a)]

HUD regulations require mandatory denial of assistance for the reasons listed below, with the following clarifiers:

"Currently engaged in" is defined as any use or possession of illegal drugs during the previous twelve months.

"Pattern of abuse" is defined as the use of a controlled substance or alcohol if there are more than three incidents during the previous 24 months. "Incident" includes but is not limited to arrests, convictions, no contest pleas, fines, and city ordinance violations.

In determining reasonable cause, the HA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. The HA will also consider evidence from treatment providers or community-based organizations providing services to household members.

1. ***Methamphetamine*** – if any member of the household has ever been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing [24 CFR 982.553 (a)(1) (c)].
2. ***Alcohol Abuse*** – if the HA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents [24 CFR 982.553 (a) (3)]. Admission will be prohibited for three years from the date of the offense.
3. ***Current illegal drug use for any household members*** – if the HA determines that any household member is currently engaged in any illegal use of a drug [24 CFR 982.553 (a) (1) (ii) (A)].
4. ***A pattern of illegal use of a drug*** – if the HA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents [24 CFR 982.553 (a) (1)(ii) (B)]. Admission will be prohibited for up to three years from the date of the offense.
5. ***Criminal Activity (Drug-Related)*** - Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. However, the HA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if the HA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the HA; or that the circumstances leading to eviction no longer exist (for example, the criminal household member has died or is imprisoned) [24 CFR 982.553 (a) (1)(i)].

6. **Lifetime Registration** - If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program [24 CFR 982.553 (a) (2)].
7. **Consent Forms** - The HA will deny admission if any member of the family fails to sign and submit HUD or HA-required consent forms for obtaining information [24 CFR 982.552 (b) (3)].
8. **Citizenship Status** - The HA will deny program assistance if no member of the family is a U.S. citizen or eligible immigrant (See Chapter 14, Section 14.8) [24 CFR 982.552 (b) (4)].
9. **Students in Higher Education** -- If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as described in Section 4.13 of this chapter; [24 CFR 982.552 (b) (5)].

4.18 ADDITIONAL PROHIBITIONS

[24 CFR 982.552(c), 982.553(a)(2)(ii]

The HA may at any time deny program assistance for any of the following reasons:

- Family Violates Any Family Obligations: If the family violates any family obligations under the HCV program as defined in CFR 24 982.551" [24 CFR 982.552 (c) (1) (i)];
- Evicted from Federally Assisted Housing: If any member of the family has ever been evicted from federally assisted housing in the last five years [24 CFR 982.552 (c) (1) (ii)];
- Past Termination from a HA Program: If the HA has ever terminated assistance under the program for any member of the family [24 CFR 982.552 (c) (1) (iii)];
- Outstanding Debt: If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act [24 CFR 982.552 (c) (1) (v)];
- Fraud, Bribery, or Other Corrupt or Criminal Act Within a Federal Housing Program: If any family member has committed such acts in connection with a Federal housing program [24 CFR 982.552 (c) (1) (iv)].
- Actual or Threatened Abusive or Violent Behavior Toward HA Personnel: If the family has engaged in or threatened abusive or violent behavior toward HA personnel [24 CFR 982.552 (c) (1) (ix)].
- Repayment Breach with a HA: If the family breaches an agreement owed to a HA [24 CFR 982.552 (c) (1) (vi)].
- Fraud Against Another Agency: Misrepresentation of income or other eligibility factors to an agency other than the HA, for example welfare fraud, is grounds for denial of assistance.

"Abusive or violent behavior toward HA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate, may be cause for denial of admission.

"Threatened" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for denial of admission.

The HA may prohibit admission of a household to the program if the HA determines that any household member has a history or any of the following prior to admission:

a. Drug-related criminal activity;
b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;
c. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HA (including a HA employee or a HA contractor, subcontractor or agent); or
d. Violent criminal activity.

Period of time prohibited from admission for a, b and c above would be up to three years from the date of the offense. Period of time prohibited from admission for item "d" above would be up to five years from the date of offense; however depending upon the seriousness of the crime committed the prohibition would be up to seven years from the date of the offense.

4.19 SCREENING FOR ADMISSION

[24 CFR 982.552, 982.553, 5.903, 5.905]

The HA is required to screen for eviction and criminal activity as part of the rental assistance program. HUD requires the HA to set screening standards to ensure that those persons who are prohibited from being admitted to the program will not receive assistance.

4.19.1 Screening Standards

The screening for eviction and criminal activity will occur after an applicant family has been pulled from the waitlist and attends a formal eligibility interview. All adults (age 18 and above) in the applicant household, including live-in attendants, and all incoming families porting into the HA's jurisdiction must go through the screening process.

The family will be required to disclose criminal/drug-related activity for all family members at the time of completing their full application. All adult family members must submit a signed Criminal Background Consent form. During the criminal background checks, the HA will also check for persons subject to a lifetime registration requirement under a State sex offender registration program.

When conducting a background check the HA will obtain the following reports:

- Credit report
- Eviction report
- Criminal background report

- Sex offender report

4.19.2 Factors to Consider Prior to Final Determination

Prior to making a final determination as to admission relevant to HA criminal background and eviction screening, the HA will consider factors such as disclosure, completion of rehabilitative treatment for drug-related offenses, and type and longevity of the conviction will be considered. A criminal conviction alone may not necessarily result in the denial of assistance.

Other factors to be considered are covered in Section 4.19.

4.19.3 Grievance Rights When HA Decision is to Deny Admission

If the HA obtains criminal record information from a State or local agency showing that a household member has been convicted of a crime relevant to applicant screening, the HA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant or tenant a copy of such information, and an opportunity to dispute the accuracy and the relevance of the information. This opportunity must be provided before a denial of admission on the basis of such information.

If denied as a result of the criminal background check, HA will send a written notification of the denial which will include:

- The reason for the denial,
- The right of an individual to review the evidence regarding his criminal background which was the basis of the denial,
- An explanation of the right to request an informal review, and
- A description of how to obtain the informal review.

The family will be given 10 business days from the date of the HA notice, to dispute the accuracy and relevance of the information. IF the family does not contact the HA to dispute the information within that 10 business day period, the HA will proceed with the termination action.

4.19.4 Records Management

[24 5.903 (g)]

Consistent with the limitations on disclosure of records, the HA has established and implemented a system of records management that ensures that any criminal record received by the HA from a law enforcement agency is:

a. Maintained confidentially;
b. Not misused or improperly disseminated; and
c. Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the HA action without institution of a challenge or final disposition of any such litigation.

All eviction and criminal background history is retained by the contracted provider. The HA will not print search results unless there is a need to due to an applicant's request for an Informal Review or as needed for review.

A copy of the Criminal Background Consent form along with the approval/denial status will be kept in the applicant file.

4.20 CONSIDERATION OF CIRCUMSTANCES

HUD authorizes the HA to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section 15.3).

In deciding whether to deny assistance because of action or failure to act by members of the family; the HA has [24 CFR 982.552 (c) (2)]:

1. Discretion to consider all relevant circumstances in each case, including the seriousness of the case. The HA will use its discretion in reviewing the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the passage of time since the family's action or failure to act .
2. When the ground for denial of assistance is related to criminal activity, such factors as disclosure of the criminal act, completion of rehabilitative treatment for drug-related offenses, and type and longevity since the conviction will be considered.
3. The HA may also review the family's more recent history and record of compliance, and the effects of denial of admission on other family members who were not involved in the action or failure to act [24 CFR 982.552 (c) (2) (i)].
4. The HA may impose a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other members of a family to be admitted to the program [24 CFR 982.552 (c) (2) (ii)]. If the violating member is a *minor*, the HA may consider individual circumstances with the advice of Juvenile Court officials. The HA will also consider whether the culpable member is a victim of domestic violence, dating violence, or stalking.
5. In determining whether to deny admission for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the HA [24 CFR 982.552 (c) (2) (iii)]:
   - Will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or
   - Has otherwise been rehabilitated successfully (42 U.S.C. 13661).
   - May require the family to submit evidence of the household member's current participation, or successful completion of a supervised drug or alcohol rehabilitation program.
6. *Reasonable Accommodation:* If denial is based upon behavior resulting from a disability, the HA will delay the denial in order to determine if there is an accommodation which would negate the behavior resulting from the disability in accordance with part 8 of this title.

7. The HA will also consider whether the family disclosed the information to the HA under penalty of perjury when completing the certification packet.
8. If an applicant is or has been a victim of domestic violence, dating violence or stalking, this is not an appropriate basis for denial of admission, if the applicant otherwise qualifies for admission.

If the family is intentionally willingly and knowingly *commits fraud* or is involved in any other illegal scheme with the owner, the HA will terminate assistance. *In making this determination*, the HA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

4.20.1 Required Evidence

The HA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

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

1. *Preponderance of evidence* will not be determined by the number of witnesses, but by the greater weight of all evidence.

2. *Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

3. The HA will pursue fact-finding efforts as needed to obtain credible evidence.

4.21 INFORMAL REVIEWS

[24 CFR 982.554]

Details regarding the informal review process and how to request one are covered in Chapter 19, Section 19.3.

CHAPTER 5
SUBSIDY STANDARDS
[24 CFR 982.54(d)(9)]

5.1 INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination of voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards (Section 5.6 of this chapter). Chapter 5 explains the subsidy standards which will be used to determine the voucher size for families of different sizes when they are first determined eligible for the HCV program; as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the voucher.

5.2 DETERMINING VOUCHER SIZE
[24 CFR 982.402]

The HA does not determine who shares a bedroom/sleeping room. The HA's subsidy standards for determining the family unit size shall be applied in a manner consistent with Fair Housing guidelines. All standards in this section relate to the number of bedrooms on the voucher (level of subsidy), not the family's actual living arrangements.

The family unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

HUD regulations stipulate the following about the HA's subsidy standards:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- They must be consistent with space requirements under the housing quality standards. (See Section 5.6 of this chapter).
- They must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the HA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size. The HA will not approve an unidentified live-in aide; nor a larger unit than the family qualifies for under the HA subsidy standards, for an unidentified aide.

Generally, the HA assigns one bedroom to two people within the following guidelines:

- Foster children will be included in determining unit size only if they will be in the unit for more than twelve months.
- Live-in attendants will be provided a separate bedroom if the assisted unit is the attendant's principle residence. No additional bedrooms are provided for the attendants' family.
- A single-person family will be allocated a one-bedroom.

Guidelines for Determining Voucher Size

Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0 Bedroom	**1**	**1**
1 Bedroom	**1**	**2**
2 Bedrooms	**2**	**4**
3 Bedrooms	**4**	**6**
4 Bedrooms	**6**	**8**
5 Bedrooms	**8**	**10**
6 Bedrooms	**10**	**12**

5.3 EXCEPTIONS TO THE SUBSIDY STANDARDS

[24 CFR 982.402 (b)(8)]

The HA shall grant exceptions to the subsidy standards if the family requests and the HA determines the exceptions are justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The HA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom due to a documented need, such as:

- A verified medical or health reason;
- Elderly persons or persons with disabilities who may require a live-in attendant; or
- If there is a need, which is documented by a health care provider, that an additional bedroom is needed for medical equipment. This will be verified by the HA during the

annual inspection process.

5.3.1 Request for Exceptions to Subsidy Standards

The family may request a larger voucher size than indicated by the HA's subsidy standards. Such request must be made in writing within 10 business days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

The HA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health-related reasons must be verified by a doctor, medical professional, or social service professional.

5.4 CHANGES IN VOUCHER SIZE

5.4.1 Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the HA subsidy standards. If an applicant requires a change in the voucher size, the above guidelines will apply.

5.4.2 Changes for Participants

The members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within 10 business days. See "Changes in Family and Household Composition" in Section 12.8 for further information.

5.4.3 Under-Housed Families (Unit Too Small for Size of Family)

If a unit does not meet HQS space standards due to an increase in family size, (i.e., the unit is too small), the HA will issue a new voucher. The HA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is under-housed in an accessible unit.
- If a family requires the additional bedroom because of a health problem which has been verified by the HA.

5.4.4 Over-Housed Families (Unit Too Large for Size of Family)

If a participant has a decrease in the family size, the family has the option to be issued a new voucher or remain in the unit they are renting. If the family chooses to remain in the unit, the subsidy standard will be lowered at the next annual re-examination.
If the family chooses to move, the voucher will be issued with the correct subsidy standard. The amount the family pays for rent must be affordable and the tenant portion of rent cannot

exceed 40% of their adjusted income at the time of lease up (24 CFR 982.508). The approved rent will be based on the payment standard for the number of bedrooms the family is eligible for, or the actual number of bedrooms in the unit, whichever is less.

Enhanced Vouchers

Under the requirements set forth in PIH Notice 2008-12, the HA must require a family who is over-housed **with an enhanced voucher** to move to an appropriate size unit when one becomes available in the project. If there are more over-housed families than the number of available size units at any given time, the HA will determine which over-housed family shall be required to move to the appropriate size unit using a lottery method.

5.5 UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the voucher. The family may lease an otherwise acceptable dwelling unit with fewer bedrooms than the voucher size, provided the dwelling unit meets the applicable HQS space requirements (in Section 5.6 below).

The family may lease an otherwise acceptable dwelling unit with more bedrooms than the voucher size, provided it meets the initial affordability test, where the family does not pay more than 40% of their income towards rent and utilities.

5.6 HQS GUIDELINES FOR UNIT SIZE SELECTED

The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

Unit Bedroom Size	Maximum # in Household
0	2
1	4
2	6
3	8
4	10
5	12
6	14

CHAPTER 6
DETERMINING THE TOTAL TENANT PAYMENT AND HOUSING AUTHORITY ABSENCE POLICY

[24 CFR Part 5, Subparts E and F]

6.1 INTRODUCTION

This chapter explains how the Total Tenant Payment (TTP) is calculated at admission and during annual re-examinations. It covers HA and HUD standards used to calculate income inclusions and deductions; how the Earned Income Disallowance is applied in determining the rent portion of persons with disabilities with increases in earned income; and the minimum rent which must be paid by a participant family.

The chapter also provides the HA's definition of absence of household members and explains how the presence or absence of household members can affect the TTP.

6.2 TOTAL TENANT PAYMENT (TTP)

The TTP is calculated for each household based on family income. It is used to determine the tenant contribution toward rent. The TTP is affected by who is included in the family composition. Accurate calculation of annual income and adjusted income ensures that families do not pay more or less for rent than obligated and required by the regulations.

Total subsidy is the lower of:

- The payment standard minus the TTP, or
- The gross rent minus the TTP

TTP is the higher of:

- 30% of monthly adjusted income
- 10% of total monthly gross income,
- Welfare rent (in as paid states), or
- Minimum rent ($50)

Changes in Total Tenant Payment (TTP)

For policies on how to work up interims and reexaminations that will result in an increase or decrease to the TTP please see Chapter 12.

6.2.1 Family Share

The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. The family rent to the owner is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner (contract rent).

Payment of the whole family share is the responsibility of the family.

6.3 INCOME AND ALLOWANCES

[24 CFR 5.609]

6.3.1 Income

Income includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

6.3.2 Annual Income.

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

Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Are not specifically excluded in Section 6.3.4, "Excludable Income" and Section 6.3.5, "Federally Mandated Income Exclusions" .

4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

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

6. The net income from the operation of a business or profession. Expenditures for business expansion or amortization (paying off or paying down) of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on

straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

7. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization (paying off or paying down) of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as described in the paragraph above. Authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

8. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except lump-sum payments caused by delays in processing periodic payments for Social Security or SSI are not included as income);

9. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

10. Welfare assistance payments. 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.

11. 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;

12. All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving in the Armed Forces who is exposed to hostile fire).

13. For individuals enrolled at an institution of higher education who are under the age of 24, not a veteran, unmarried, and do not have a dependent child, AND are seeking Section 8 assistance in their individual capacity, any financial assistance, in excess of amounts received for tuition, that an individual received under the Higher Education Act of 1965, from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual. Such assistance, however, would not be included for persons over the age of 23 with dependent children. Also the student's parents' income must be considered in determining if the student is income eligible according to guidance given in the HUD Notice, Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance, published on April 10, 2006.

6.3.3 Adjusted Income

Adjusted Income is defined as the Annual Income minus any HUD allowable expenses and deductions. HUD has five allowable deductions from Annual Income:

1. Dependent Allowance: $480 for each family member (other than the head or spouse) who is under 18; and for family members (other than the head of household or spouse) who are 18 and older who are full-time students or who is a person with disabilities.

2. Elderly/Disabled Allowance: $400 per family for families whose head or spouse is 62 or over, or a person with disabilities.

3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family. (After expenses exceed 3% of annual income which is referred to as the medical threshold.)

4. Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment.

5. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

6.3.4 Excludable Income

The following kinds of income are excluded:

- Any subsidy received for transitional prescription drug assistance and any discounts negotiated in connection with the Medicare prescription drug discount card
- Income from employment of children under the age of 18
- Payments received for foster children or foster adults including SSI/SSA
- Lump sum additions to family assets (counted as assets)
- Medical reimbursements
- Income of a live-in aide
- Full amount of student financial assistance*
- Special armed forces pay (Hostile Fire Pay)

*This applies only to students residing with their parents in a Section 8-assisted unit or who reside with parents who are applying to receive Section 8 assistance.

- Resident service stipends
- Sporadic income
- Holocaust reparation payments
- Earnings for full-time students in excess of $480 for each student 18 years or older (excluding head or spouse)
- Adoption assistance payment in excess of $480 per adopted child
- Developmental disability care payments paid to a family with a member who has a developmental disability; enables the family to offset the cost necessary to keep the member at home.
- Refunds and rebates for property taxes
- Amounts set aside for use under a Plan for Achieving Self-support (PASS); pertains to SSI recipients
- Federally mandated income exclusions listed in Federal Register, 04/20/01 page #1287. See Section 6.3.5 of this chapter.
- Earned income disallowance. See Section 6.3.4 of this chapter.
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.

For the last exclusion above, the following definitions apply:

"Training Program" - A learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designated to lead to a higher level of proficiency and it enhances the individual's ability to obtain employment.

Training may include, but is not limited to:

- Classroom training in a specific occupational skill;
- On-the-job training with wages subsidized by the program; or
- Basic education.

"Incremental" - The increase between the total amount of welfare and earnings of a family member prior to enrollment in the training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases or decreases, are treated in the usual manner in determining annual income.

"Supportive Services" - Employment training programs offering supportive services must include at least one of the following, or similar types of social services:

a. Child care

b. Transportation

c. Personal welfare counseling (family-parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling);

d. Health care services (including outreach and referrals);

e. Youth leadership skills; youth mentoring.

The duration of time when the incremental earnings are excluded is for the length of the training program, or until the training ends, whichever comes first. (A training program should have definite goals and a definite ending date. When documenting this type of excludable income, staff will include the anticipated ending date of the training program).

Scenario of this type of excludable income: A family member is receiving $300 per month in Temporary Assistance to Needy Families (TANF) benefits. She enrolls in a Qualifying State employment training program and receives $450 per month in training income. The TANF benefits stop.

Action: To determine the incremental amount of earnings and benefits, subtract $300 (benefits prior to enrollment in the training program) from $450 (earnings while enrolled in the training program). The incremental amount is $150. In determining income, $300 is counted and $150 is excluded. After completion of the training program, the exclusion ends.

6.3.5 Federally Mandated Income Exclusions

1. Value of Food Stamps

2. Domestic Volunteer Services Act

- Payments under the Domestic Volunteer Services Act of 1973 are excluded. These programs include:

  - VISTA - Volunteers in Service to America

- RSVP - Retired Senior Volunteer Program
- Foster Grandparents
- Senior Companions Program

3. Heating Assistance

   - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (LHEAP).

4. JTPA/Workforce Investment Act of 1988

   - Payments or allowances received under programs funded in whole or in part under the Job Training Partnership Act, now referred to as the Workforce Investment Act of 1998.

5. Americorps Living Allowance under the National and Community Service Act of 1990 (this falls under JTPA)

6. Indian Settlements/Trusts

7. Title IV of the Higher Education Act of 1965

8. Spina bifida

   - Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran.

9. Agent Orange Settlements

10. Child Care and Development Block Grant Act of 1990

    - The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.

11. Earned Income Tax Credit Refunds

12. Crime Victim Compensation

    - Any amount of crime victim compensation under the Victims of Crime Act.

13. Title V of the Older Americans Act

- Payments under Title V are excluded. This is the Senior Community Service in Employment Program (SCSEP) funded through the Department of Labor.
- This program is administered by national contractors such as:
  - Green Thumb
  - AARP - American Association of Retired Persons
  - NCOA - National Council on Aging
  - National Council of Senior Citizens (sometimes called Senior Aides)
  - US Forest Services
  - NCBA - National Caucus Black
  - Urban League
  - National Association for the Spanish Elderly
- State Coordinators for Title V can provide a list of additional contractors who administer Title V.
- Even if there is 90% federal and 10% local funding, 100% of the income funded through Title V is excluded.

6.4 DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES

[24 CFR 5.617; 982.201(b)(3)]

6.4.1 Definition of Earned Income Disallowance

The annual income for qualified disabled families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continues for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that is receiving tenant-based rental assistance under the Housing Choice Voucher Program; and

1. Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years

prior to employment;

2. Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

3. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least $500 in such TANF benefits and services as one-time payments, wage subsidies and transportation assistance.

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

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Qualifying increases are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

6.4.2 Initial Twelve-Month Exclusion

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

6.4.3 Second Twelve-Month Exclusion and Phase-in

During the second cumulative 12-month period after the expiration of the initial cumulative 12 month period referred to above, the HA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over income of that family member prior to the beginning of such employment.

6.4.4 Maximum Four Year Disallowance

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

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

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

6.4.5 Applicability to Child Care Expense Deductions

The amount deducted for child care necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care deductions.

6.4.6 Tracking the Earned Income Exclusion

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

Such documentation will include:

- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income

- Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)
- Date the family member has received a total of 12 months of the initial exclusion Date the 12-month phase-in period began
- Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)
- Date the family member has received a total of 12 months of the phase-in exclusion
- Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

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

6.4.7 Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of disabled families who are participants in the Housing Choice Voucher Program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

6.5 MINIMUM RENT

[24 CFR 5.630]

"Minimum rent" is $50 in the Housing Choice Voucher Program. Minimum rent refers to the minimum Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

HA Procedures for Notification to Families of Hardship Exceptions

The HA will notify those participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law as part of the annual recertification process.

The HA will notify all families at the annual recertification appointment of their right to request a minimum rent hardship exception.

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

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

All requests for minimum rent exception are required to be in writing.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception. In the event the request is approved, the HA will grant the minimum rent hardship exception either temporarily or long-term dependent upon the qualifying reason for the exception.

Repayment Agreements for Temporary Hardship

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

If the family owes the HA money for rent arrears incurred during the minimum rent period, the HA will require that the family pay an 25% initial lump sum with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months under $2400 or 24 months for any amount in excess of $2400.

Minimum rent arrears that are less than $50 will be required to be paid in full the first month following the end of the minimum rent period.

The HA's policies regarding repayment agreements are further discussed in Chapter 18 entitled "Owner or Family Debts to the HA."

6.5.1 Hardship Requests for an Exception to Minimum Rent

The HA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The HA will review all relevant circumstances brought to the HA's attention regarding financial hardship as it applies to the minimum rent. The following section states the HA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed. (24 CFR 5.630)

6.5.2 Criteria for Hardship Exception

When the HA's Minimum Rent is more than zero and the family is paying the minimum rent, the HA must suspend the Minimum Rent in certain specific instances: [24 CFR 5.630]:

- When the family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;
- When the family would be evicted because it is unable to pay the minimum rent;
- When the income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the HA or HUD.

In addition to the HUD hardships, the HA has added these hardship qualifications:

- If there is a substantial decrease of income, which was beyond the family's control.

- If there is a substantial increase in expenses, which was beyond the family's control.

If the family requests a hardship exemption, the HA will immediately suspend the minimum

rent for the family until the HA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

Hardship exemptions must be approved by a supervisor.

6.5.3 No Hardship

If the HA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

6.5.4 Temporary Hardship

If the HA reasonably determines that there is qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The HA will offer a repayment agreement in accordance with this policy for any rent not paid during the period of suspension.

6.5.5 Long-term Hardship

If the HA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

6.6 AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HA may:

- Average all known sources of income that vary to compute an annual income.
- If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.
- If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so as to reduce the number of interim adjustments.

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

6.7 MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete an interim every 90 calendar days.

If the family reports less than $3,600 annual income, the HA will require the family to attend an appointment to complete the Monthly Living Expense worksheet. If the family's expenses exceed its known income, the HA will question the family about contributions and gifts.

6.8 INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

[24 CFR 982.54(d)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

a. Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

   OR

b. Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home.

6.9 REGULAR CONTRIBUTIONS AND GIFTS

[24 CFR 5.609]

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

6.9.1 Temporary Income

Temporary, non-recurring or sporadic income and gifts are not counted as income for calculation of the TTP.

If the family's expenses exceed its known income, the HA will question the family about contributions and gifts.

6.10 ALIMONY AND CHILD SUPPORT

[24 CFR 5.609]

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

If the amount of child support or alimony received is less than the amount awarded by the court, the HA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

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

- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

6.11 LUMP-SUM RECEIPTS

[24 CFR 5.609]

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

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

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

- The HA will calculate prospectively if the family reported the payment within 10 business; days and retroactively to date of receipt if the receipt was not reported within that time frame.

6.11.1 Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

1. The entire lump-sum payment will be added to the annual income at the time of the interim.

2. The HA will determine the percent of the year remaining until the next annual recertification as of the date of the interim.

3. At the next annual recertification, the HA will apply the percentage balance to the lump sum and add it to the rest of the annual income.

4. The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

6.11.2 Retroactive Calculation Methodology

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

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

The family has the choice of paying this "retroactive" amount to the HA in a lump sum.

At the HA's option, the HA may enter into a Repayment Agreement with the family. The

family will be required to pay 25% of the retroactive amount due at the time of calculation and remaining balance to be paid in equal payments over a period of time not to exceed 12 months. The maximum amount for which the HA will enter into a payment agreement with a family is $10,000. (Reference Chapter 14 for guidelines for recovery of debts). The amount owed by the family is a collectible debt even if the family becomes unassisted.

6.11.3 Attorney Fees

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

6.12 CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

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

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

6.13 ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

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

The HA's minimum threshold for counting assets disposed of for less than Fair Market value is $1,000.00. If the total value of assets disposed of within a one-year period is less than $1,000.00, they will not be considered an asset.

6.14 CHILD CARE EXPENSES

[24 CFR 5.611 (a)]

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

In the case of a child attending private school, only after-hours care can be counted as child care expenses.

The HA will not disallow a deduction for childcare expenses just because there is an unemployed adult family member that may be available to provide childcare.

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

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

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

Amount of Expense: The HA will survey the local care providers in the community and collect data as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

Reasonable hours for child care must be proportionate with the number of hours the adult is away due to work, school, or actively seeking employment, and will include reasonable travel time to and from those activities.

Changes in expenses due to the child's school schedule or other factors will be built into the annual estimation, so that an interim will not be required later on when the child care hours change.

When an adult is "actively seeking employment" it will be established by acceptable documentation, or the child care expense cannot be given. Acceptable documentation may include a record of companies contacted, their business addresses, phone numbers and the dates on which employment was sought.

The HA will be maintaining a child care expenses guideline.

6.15 MEDICAL EXPENSES

[24 CFR 5.611 (a)]

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

Nonprescription medicines anticipated for the coming 12 months must be doctor-recommended in order to be considered a medical expense.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

6.16 PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

[24 CFR 5.520]

6.16.1 When Pro-Ration of Assistance Applies

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

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, "Re-certifications") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

6.16.2 Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

6.17 REDUCTION IN BENEFITS

The HA must consider the reason a family's welfare benefit has been reduced before the HA can determine whether it is appropriate to reduce the rental contribution. The HA will apply the following criteria in making this determination:

The HA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits;
- Family Support Division penalty;
- Family sanction because a school-age child is not attending school; or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment,; e.g., the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

The HA **will not reduce** the rental contribution for families whose welfare assistance is reduced specifically because of:

- fraud by a family member in connection with the welfare program;
- or failure to participate in an economic self-sufficiency program; or noncompliance with a work activities requirement.

For other reduction in benefits, not related to a welfare program, such as Social Security and SSI, the HA will use the net amount of benefits if they are reduced through no fault of the family.

6.17.1 <u>Verification Before Denying a Request to Reduce Rent</u>

The HA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements before denying the family's request for rent reduction.

The welfare agency, at the request of the HA, will inform the HA of:

- Amount and term of specified welfare benefit reduction for the family; Reason for the reduction and subsequent changes in term or amount of reduction.

6.17.2 Imputed Welfare Income

A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the HA by the welfare agency), plus the total amount of other annual income as determined in accordance with the information in this chapter. At the request of the HA, the welfare agency will inform the HA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the HA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The HA will use this information to determine the amount of imputed welfare income for a family. A family's annual income includes imputed welfare income during the term of the welfare benefits reduction (as specified in information provided to the HA by the welfare agency). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero. The HA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

6.18 ABSENCE POLICY

[24 CFR 982.54(d)(10), 982.551 (i)]

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Temporarily absent is defined as away from the unit for 180 calendar days or less.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HA will evaluate absences from the unit using this policy.

6.18.1 Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 181 calendar days or more except as otherwise provided in this chapter.

If a member of the household is subject to a court order that restricts him/her from the home for more than 3 months, the person will be considered permanently absent.

6.18.2 Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the

likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy; see Section 6.18.6.

6.18.3 Absence Due to Full-time Student Status

Full time students who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.
- If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of voucher size.

6.18.4 Absence Due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 181 consecutive calendar days in a twelve-month period.

The HA will determine if the reason for incarceration is for drug-related or violent criminal activity. For further information regarding such activity, see Chapter 15.

6.18.5 Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 months from the date of removal of the child/ren, the voucher size will be reduced during the recertification process. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the HA's subsidy standards.

6.18.6 Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will

terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the HA before they move out of a unit and to give the HA information about any family absence from the unit.

Families must notify the HA if they are going to be absent from the unit for more than 30 consecutive days.

If the entire family is absent from the assisted unit for more than 61 consecutive days, the unit will be considered to be vacated and the assistance may be terminated.

If it is determined that the family is absent from the unit, the HA will not continue assistance payments.

HUD regulations require the HA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Verify with the post office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the family can verify they were unable to notify the HA in accordance with the family's responsibilities, and if funding is available, the HA may reinstate the family as an accommodation if requested by the family.

6.18.7 Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 90 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the voucher will be transferred to the caretaker. The care taker must meet program eligibility criteria.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 90-day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, the HA will state in writing that the transfer of the voucher is for that limited time or as long as they have custody of the children. The HA will use discretion as deemed appropriate in determining any further assignation of the voucher on behalf of the children.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The HA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 120 calendar days and it is reasonable to expect that custody will be granted.

When the HA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

6.18.8 Reporting Absences to the HA

Reporting changes in household composition is both a HUD and an HA requirement.

If a family member leaves the household, the family must report this change to the HA, within 10 business days of the change and certify as to whether the member is temporarily absent or permanently absent.

The HA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

6.19 DETERMINING A VISITOR FROM AN UNAUTHORIZED HOUSEHOLD MEMBER

Any adult not included on the HUD-50058 who has been in the unit more than 60 consecutive days without HA approval, or a total of 90 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Note: If the owner's lease stipulates guests are not allowed beyond a specified period which is shorter than HA policy,(e.g. visitors may not reside in the unit over two weeks), the lease will prevail over the HA policy.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the HA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 180 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

6.20 UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

[24 CFR 5.632]

The Utility Allowance Schedule is used for vouchers. The HA will maintain an up-to-date utility allowance schedule.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is 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. Allowances are not based on an individual family's actual energy consumption.

The HA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for tenant-provided ranges and refrigerators will be based on the lower of the cost of leasing the equipment or the cost of purchasing it on an installment plan.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant:

- unless the HA determines that utility companies should receive the check, in which case the check will be sent to appropriate utility companies without the tenant's written agreement.

6.20.1 Utility Allowance Schedule

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

The HA must give HUD a copy of the utility allowance schedule. At HUD's request, the HA also must provide any information or procedures used in preparation of the schedule.

6.20.2 How Allowances are Determined

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative household 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.

A 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; electric; refrigerator (cost of tenant-supplied refrigerator); range (cost of tenant-supplied range); and other specified housing services. The HA must provide a utility allowance for tenant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-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.

6.20.3 Revisions of Utility Allowance Schedule

The HA will review its schedule of utility allowances each year, and revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility 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.

6.20.4 Use of Utility Allowance 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 current utility allowance schedule will apply.

6.20.5 Higher Utility Allowances as Reasonable Accommodation for a Person with Disabilities

On request from 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 in accordance with 24 CFR Part 8 to make the program accessible to and usable by the family member with a disability.

6.21 HA POLICY ON REIMBURSEMENT TO FAMILY

HUD regulation states housing authorities are required to reimburse families for overpayment of family share in accordance with HA policy. While every effort is made to ensure accurate rent calculations, errors occasionally will occur. In this event, the HA will correct the error from the point it is discovered, but no retroactive corrections will be made.

CHAPTER 7
VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; HUD HB 74 20.7; PIH 01-15; HUD Guidebook for HCV Program Chart on pgs 5-46 through 5-53]

7.1 INTRODUCTION

HUD regulations require that all factors affecting eligibility and the family's payment must be verified, preferably through direct third-party contact with the independent source. Applicants and program participants must provide true and complete information to the HA whenever information is requested. The HA will obtain proper authorization from the family before requesting information from independent sources. All verifications will be kept in the client's file in a way that allows HUD to conduct a speedy and effective audit. The methods of verification are outlined in Section 7.2 below and generally apply to all types of income which must be verified.

In addition, before sending for verification from independent sources, the HA will utilize Upfront Income Verifications to verify income and, when doing face-to-face interviewing, will discuss any discrepancies with the family at the time of the certification interview.

Families will be made aware that the HA does independent verification. Families are encouraged to fully divulge all factors related to their entitlement and the amount of their subsidy assistance.

7.1.1 Family Disclosure of Information to the HA and Verification

HUD regulations require that when a family is assisted under any Section 8 program and receives a letter or notice from HUD requesting information concerning the amount or verification of family income, that family must promptly furnish this information to the HA. The HA must verify the accuracy of the income information received from the family, and change the amount of the total tenant payment, tenant rent or Section 8 housing assistance payment, or terminate assistance, as appropriate, based on such information.

7.2 METHODS OF VERIFICATION AND TIME ALLOWED

[24 CFR 982.516; 982.201(e)]

The HA will verify information regarding income and expenses by following a basic hierarchy, starting with the most reliable method. All participant-provided documents must be dated within 60 calendar days of the date they are provided to the HA. If for any reason, third-party written/up front verification cannot be obtained, the file will be documented with the reason and the next highest method of verification will be used.

The HA must receive information verifying that an applicant is eligible within the period of 60 days before the HA issues a voucher to the applicant.

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7.2.1 Hierarchy of Verification

Following is the established verification hierarchy, from the most reliable to the least reliable:

1. Up-front Income Verification (UIV)
2. Written Third Party Verification
3. Third-Party Oral Verification
4. Review of Documents
5. Family Declaration or Certification

The HA will document the file as to why third party verification was not used.

Third party verification must be no more than 120 days old on the effective date.

7.2.2 Up-Front Income Verification

Up-front income verification (UIV) refers to the HA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. Currently, the HA uses HUD's Enterprise Income Verification (EIV) system primarily as a validation tool (with the exception of benefits from the Social Security Administration). HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires the HA to use the EIV system.

The purpose of UIV data is to VALIDATE tenant-reported income and supplement tenant-provided documents. Use of the EIV system simplifies the verification process because:

- Tenant reports income
- Tenant provides the HA with CURRENT documentation
- The HA consults the EIV system and prints income details report

7.2.3 Using EIV in the Eligibility Process

If EIV validates the tenant-reported income, the HA uses the CURRENT tenant-provided documents to calculate anticipated annual income. (If additional information is needed, the HA will request written third-party verification).

There may be legitimate differences between the information provided by the family and EIV-generated information. If the family disputes information provided by the EIV system, HCV staff will refer to the procedural guidelines on how to resolve this issue. No adverse action can be taken against a family until the HA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the HA.

7.2.4 Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail or fax machine. The family will be required to sign an authorization for the information source to release the specified information. Verifications received electronically directly from the source are considered third-party written verifications. Verifications must be returned to the HA directly from the source and may not at any time touch the client's hands.

7.2.5 Third-Party Oral Verification

Oral third-party verification will be attempted immediately and used when written third-party verification is not received within 10 calendar days of the request date or is not available. When third-party oral verification is used, staff will be required to complete the HA-created form designed for this purpose, noting with whom they spoke, the date of the conversation, and the facts provided. When third-party oral verification is provided by telephone the HA must originate the call.

7.2.6 Review of Documents

If neither written or oral third party verification can be obtained, the HA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

The HA will accept verifications in the form of computerized printouts delivered by the family from the following:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts
- Banking institutions
- Medical institutions
- Educational institutions
- District Attorney's office
- Printed wage stubs
- Computer print-outs from the employer
- Signed letters (provided that the information is confirmed by phone or notarized

statements)

- Other documents noted in this Chapter as acceptable verification

The HA will accept faxed documents.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will:

- Contact the parties necessary to resolve any discrepancy,
- Analyze the reason for the discrepancy,
- Explain how the discrepancy was resolved. Where appropriate, the rent will be recalculated and a rent change letter will be sent to reflect the corrected tenant rent portion.

The HA will not delay the processing of an certification or recertification packet beyond 10 calendar days because a third-party information provider does not return the verification in a timely manner.

7.2.7 Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means statement under penalty of perjury.

7.3 RELEASE OF INFORMATION

[24 CFR 5.230]

All adult family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information / Privacy Act Notice and the ES75 for Welfare-to-Work families.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the HA or HUD.

7.4 ITEMS TO BE VERIFIED

[24 CFR 982.516]

The following is a list of items which must be verified:

- All income not specifically excluded by the regulations.
- Full-time student status including high school students who are 18 or over.

- Current assets including assets disposed of for less than fair market value in the preceding two years.

- Child care expense where it allows an adult family member to be employed or to further his/her education.

- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family which allow an adult family member to be employed.

- Legal identity of all family members

- Disability for determination of allowances or deductions.

- U.S. citizenship/eligible immigrant status

- Social Security Numbers for all family members

- "Preference" status, based upon Local preferences.

- Familial/marital status when needed for head or spouse definition.

- Verification of Reduction in Benefits for Noncompliance:

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

7.5 VERIFICATION OF INCOME

Acceptable methods of verification, starting with UIV/third-party written verification, will be used by the HA whenever obtainable. This applies to income, assets, expenses, and any other factor which HUD requires us to verify in determining the applicant/participant's eligibility.

7.5.1 <u>Employment Income</u>

Verification forms request the employer to specify the:

- Dates of employment

- Amount and frequency of pay (If paid twice a month for example, on the 15th and 30th, frequency of pay is 24 times per year. If paid every two weeks, frequency of pay is 26 times per year).

- Date of the last pay increase

- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

- Year to date earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Telephone contact with employer documented on HA's oral verification form.
3. Documents provided by applicants and program participants:
   - Check stubs for most recent two months which indicate the employee's gross pay, frequency of pay or year to date earnings.
   - W-2 forms plus income tax return forms.
4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an Authorization for Release of Information from the Internal Revenue Service for further verification of income.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

7.5.2 Social Security and Supplemental Security Income (SSI) Income

1. Report supplied through Enterprise Income Verification (EIV) showing the amount of benefits and the current pay status.
2. If EIV is unavailable or does not reflect what the client reports, ask client to provide a current benefit verification letter from the Social Security Administration.

7.5.3 Unemployment Compensation

1. Report supplied through Enterprise Income Verification (EIV) showing the amount of benefits and the current pay status.
2. Mail EDD form to Sacramento for written third-party verification.
3. Telephone contact with appropriate agency is documented in HA file.
4. Copies of checks or records from agency provided by applicant/participant stating payment amounts and dates; or benefit notification letter or Employment Development Department (EDD) printout provided by applicant/participant.

7.5.4 Welfare Payments or General Assistance

1. HA verification form completed by payment provider or provided directly to HA by phone.

2. WHIS or Notice of Action provided by applicant/participant.

3. Self-declaration by family or by applicant/participant is not applicable.

7.5.5 Students and HCV assistance in their Individual Capacity

The restriction on eligibility of students is covered in Section 14.4 of this Plan.

Income must be verified for the student according to all other regular verification requirements stated in this Administrative Plan, with the following exception:

As it relates to the verification of a parent(s) income, the HA may accept from a parent(s) a declaration and certification of income, which includes a penalty of perjury.

7.5.6 Alimony or Child Support Payments

1. Written third party can include:

   - Copy of a separation or settlement agreement or a divorce decree provided by the court stating amount and type of support and payment schedules; or

   - Print out supplied directly to the HA by Family Support Division or other agency showing amount of child support being paid to client; or

   - Written statement provided by ex-spouse or income source indicating all of the above.

2. Telephone contact with ex-spouse or income source documented by HA in client file.

3. Documentation provided by the applicant/participant

   - Printout from Family Support Division

A written statement from an attorney certifying that a collection or enforcement action has been filed.

7.5.7 Net Income from a Business

In order to verify the net income from a business, the HA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

   - Schedule C (Small Business)

   - Schedule E (Rental Property Income)

   - Schedule F (Farm Income)

Note: If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

Note: If client does not have a copy of his tax return, he can send to IRS for Form 4506, to supply a copy.

2. Third-party verification from customers as to how much they paid the self-employed person.

3. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

   Note: This type of verification is only acceptable until the HA educates the family on the verification method required of the family; the HA may require the family come back in 90 days for an interim appointment with the verifications required for this type of income.

4. HUD will not accept a self-certification for self-employment income.

7.5.8 Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the HA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

7.5.9 Recurring Gifts

The family must furnish the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

The HA will verify information provided by participants. A verification form will be sent to the provider for certification purposes.

7.5.10 Zero Income Status

The HA will employ the use of the UIV process (e.g., TANF, EIV, EDD work history) and other written third party verifications when the family claims to have no other income.

The HA will request information from the State Employment Development Department.

7.5.11 Full-Time Student Status

Only the first $480 of the earned income of full-time students, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full-time students is not counted towards family income.

Verification of full-time student status includes:

1. Written verification from the registrar's office or other school official indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

2. Oral third-party must be documented in the applicant/participant file.

3. If verification cannot be received directly from the educational institution to the HA, the file must be documented with the reason.

7.6 INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

7.6.1 Savings Account Interest Income and Dividends

Will be verified if account balance is more than $500.00 (see Section 7.7) by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months.

7.6.2 Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

7.6.3 Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

7.7 VERIFICATION OF ASSETS

The HA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset is less than $500 and the family has original documents that support the declared amount.

The HA will require the following necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash):

1 Verification forms, letters, or documents from a financial institution or broker.

2 Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

3 Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

4 Real estate tax statements if the approximate current market value can be deduced from assessment.

5 Financial statements for business assets.

6 Copies of closing documents showing the selling price and the distribution of the sales proceeds.

7 Appraisals of personal property held as an investment.

7.7.1 Assets Disposed of for Less than Fair Market Value (FMV)

For all certifications and re-certifications, the HA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

1. If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less

than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition.

7.8 VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

The HA will use review of documents in lieu of requesting third-party verification when an expense is less than $500 annually and the family has original documents that support the declared amount.

7.8.1 Child Care Expenses

1. Written verification from the person who receives the payments is required. If the child care provider is an individual, he or she must provide a statement of the amount they are charging the family for their services.

2. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

7.8.2 Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Examples of Written Third-Party Verification include:

   - Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of

     (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and

     (b) extent to which those expenses will be reimbursed by insurance or a government agency.

   - Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

   - Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

   Note: For attendant care:

- A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

2. Documents Provided by the Applicant/Participant, may include:

- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.

Note: The HA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

7.8.3 Assistance to Persons with Disabilities

[24 CFR 8.28]

1. In All Cases:

   a. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

   b. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

   a. Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided. And, written certification from doctor or rehabilitation agency that care is necessary to employment of household member. (Always obtain this).

   b. Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

a. Written certification from source of cost and purpose of apparatus. Written certification from doctor or rehabilitation agency that use of apparatus is necessary to employment of any household member. In case where the disabled person is employed, statement from employer that apparatus is necessary for employment.

b. Copies of receipts or evidence of periodic payments for apparatus.

7.8.4 Medicare Prescription Drug

HA's must treat any Medicare prescription drug discount cards and transitional assistance received by a family as a standard medical deduction so that the family continues to receive a deduction for the full cost of its prescription drugs.

- This means that neither the drug discount nor the transitional assistance should be considered in reimbursement for the purpose of calculating the family's medical expense deduction.

- This also means that the HA must verify the FULL cost of the family's prescription drugs, not the out-of-pocket cost to the family.

7.9 VERIFYING NON-FINANCIAL FACTORS

7.9.1 Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth

- Adoption papers
- Custody agreement
- Health and Human Services ID (Medical Card)
- School records

7.9.2 Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

2. Verification of marriage status is a marriage certificate.

7.9.3 Familial Relationships

The following verifications will always be required if applicable:

1. Verification of Relationship:
   - Official identification showing names
   - Birth Certificates
   - Baptismal certificates
2. Verification of Guardianship is:
   - Court-ordered assignment
   - Affidavit of parent
   - Verification from social services agency
   - School records
3. Evidence of a stable family relationship:
   - Joint bank accounts or other shared financial transactions
   - Leases or other evidence of prior cohabitation
   - Credit reports showing relationship

7.9.4 <u>Verification of Permanent Absence of Family Member</u>

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

- Husband or wife institutes divorce action.

- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- If no other proof can be provided, the HA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.
- If the adult family member is incarcerated, a document or verbal verification from the court or prison should be obtained stating how long they will be incarcerated.

7.9.5 Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

7.9.6 Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

If the HA gets written certification that the disability is permanent, the HA will only require documentation of disability one time.

Targeted programs serving the disabled population are referral-based programs. The referring agency will certify on the referral form that the client is disabled, will maintain clinical analysis records in their files, and attach the signed physician's certification that the client meets the HUD definition of disability. (Needed only if client is not already receiving Social Security or SSI disability benefits).

7.9.7 Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

a. Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury. The HA will require citizens to provide documentation of citizenship.

Acceptable documentation will include at least one of the following original documents:

- United States birth certificate
- United States passport
- Resident alien/registration card
- Social security card
- Other appropriate documentation as determined by the HA

b. Eligible Immigrants age 62 and over are required to sign a declaration of eligible immigration status and provide proof of age.

c. Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.

d. Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

e. Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the Initial HA does not supply the documents, the HA must conduct the determination.

Extensions of Time to Provide Documents

The HA will grant an extension of up to 30 calendar days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the HA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 24 months, unless the ineligible individual has already been considered in prorating the family's assistance [24 CFR 5.514(c)(1)(iii).

7.9.8 Verification of Social Security Numbers

[24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members if they have been issued a number. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration. The family is required to provide both the original for review and a copy of the document for our records. If the family cannot provide a Social Security Card, the HA will also accept the following documents as evidence if the SSN is provided on the document:

- Driver’s License
- Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union.
- Payroll Stubs
- Benefit award letters from government agencies; retirement benefit letters; life insurance policies
- Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records)

New family members will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute

information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA.

If an applicant or participant is able to disclose the Social Security number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the HA. The applicant/participant or family member will have an additional 60 calendar days to provide proof of the Social Security number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

7.10 MEDICAL NEED FOR LARGER UNIT

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional. If the family member gets written certification that the need for the larger unit is based on a permanent disability, this certification will only need to be obtained once. If the certification does not indicate how long the larger unit is necessary, the medical need will be verified annually at the recertification.

7.11 VERIFICATION OF WAITING LIST PREFERENCES

See Chapter 3, Section 3.7 of this Administrative Plan for verification of preferences.

7.12 VERIFICATION UNDER THE VIOLENCE AGAINST WOMEN ACT

When a victim of domestic violence requests special consideration,(e.g. to transfer to another unit during the first year of tenancy, or to refrain from being terminated from the HCV program due to being evicted from a unit as the result of being a victim of a domestic violence act) , the HA will require that the individual certify via a HUD-approved certification form that s/he is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of the actual or threatened abuse; as well as to provide any documentation required by the HA such as a police report, court record, or a report from one of the following: a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing the violent act covered under VAWA.

CHAPTER 8
VOUCHER ISSUANCE AND BRIEFINGS
[24 CFR 982.301, 982.302, 985 (g) (3) (c)]

8.1 INTRODUCTION

When eligibility has been determined, the HA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration.

This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for the issuance and term of the voucher. It consists of two sections: briefing and voucher issuance.

SECTION 1: BRIEFING

8.2 MANDATORY HA BRIEFING OF THE FAMILY
[24 CFR 982.301]

8.2.1 Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance prior to issuance of a voucher. The briefing will be conducted in groups or individual meetings. Families who attend a group briefing and still have the need for individual assistance will be referred to a Housing Program Coordinator.

Briefings for the HCV program will be conducted in English. For Limited English Proficiency (LEP) applicants, the HA will provide translation services as described in Chapter 1, Section 1.13, *When Translation Services are Needed*).

The purpose of the briefing is to explain the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The documents and information provided in the briefing packets for the voucher program will comply with all HUD requirements. The HA also includes other information and/or materials which are not required by HUD.

If the family includes a person with disabilities, the HA will ensure compliance with CFR 8.6 to ensure effective communication.

8.2.2 Oral Briefing
[24 CFR 982.301 (a)]

The briefing will include information on the following topics:

- How the HCV program works

- Family and owner responsibilities
- Where the family may lease a unit, including renting a unit inside or outside the HA jurisdiction
- For a family that qualifies to lease a unit outside the HA's jurisdiction under portability procedures, the information packet must include an explanation of how portability works. The HA will not discourage the family from choosing to live anywhere inside or outside HA's jurisdiction under portability procedures. (See Chapter 13, *Restrictions on Moves* if the family requests to exercise portability procedures during the initial year of assisted occupancy).

- An explanation of the advantages of moving to areas outside of high-poverty concentrations; and

- Maps that shows various areas with housing opportunities outside areas of poverty or minority concentration both within its jurisdiction and neighboring its jurisdiction. The HA has assembled information about the characteristics of those area which may include information about job opportunities, schools, transportation and other services. The HA can demonstrate that it uses the maps and area characteristics information when briefing rental voucher holders about the full range of areas where they may look for housing.

8.2.3 Briefing Packet

[24 CFR 982.301(b)]

The family is provided with the following information and materials:

1. The term of the voucher (the amount of search time the family has to locate a unit), along with the HA policy for approving a request for additional search time; and the HA's policy on any extensions or suspensions of the term.

2. If extensions are allowed, an explanation of how the family can request an extension.

3. How the HA determines housing assistance payment for the family including:

   a) How the HA determines the payment standard for the family

   b) How the HA determines Total Tenant Payment (TTP); and

   c) Information on the payment standard and the HA utility allowance schedule

4. How the HA determines the maximum allowable rent for an assisted unit, including the rent reasonableness standard.

5. Where the family may lease a unit, along with an explanation of how portability works.

6. HUD-required tenancy addendum, which must be included in the lease.

7. The Request for Tenancy Approval form, and a description of the procedure for requesting approval for a unit.

8. The HA policy on providing information about families to prospective owners.

9. The HA subsidy standards (how the bedroom size of a voucher is determined by the HA) including when the HA will consider granting exceptions to the standards; also how voucher size relates to the unit size selected.

10. The HUD brochure entitled "A Good Place to Live" on how to select a unit that complies with HQS.

11. The HUD brochure on lead-based paint and information about where blood level testing is available.

12. Information on federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. The HA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws.

13. A list of landlords willing to lease to assisted families, as posted on the HA website.

14. If the family includes a person with disabilities, the HA will provide a list of available accessible units known to the HA.

15. The Family Obligations under the program,

16. The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act.

17. HA informal hearing procedures including when the HA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

18. An HQS checklist and sample contract.

19. Procedures for notifying the HA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

20. The family's rights as a tenant and a program participant.

21. Requirements for reporting changes between certifications.

Families must sign a statement acknowledging receipt and understanding of the briefing packet.

8.2.4 Scheduling the Briefing

The HA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend 2 scheduled briefings, without prior notification and approval of the HA, may be denied issuance of a voucher based on failure to attend the briefing.

The HA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

8.3 ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

8.3.1 HA-Identified Areas of Poverty and Minority Concentration

(See Maps A and B at the end of this chapter).

The HA is committed to taking action to encourage participation by owners of units located outside areas of poverty or minority concentration. These areas have been identified in Map A and are described later in this chapter under the section entitled, "Identifying Non-Impacted Areas of Housing Opportunities". Map A will be available to voucher holders and program participants searching for housing.

Also included is a map of the City of Fresno's Empowerment Zones which encompasses the key areas of poverty and minority concentration in our metropolitan area. The Fresno Empowerment Zone encompasses census tracts 2, 3, 4, 5, 6, 7, 9, 11, 20, and 23, all near the urban core. They are roughly bordered by the following:

- North of Annadale Avenue,
- East of Marks Avenue,
- South of McKinley Avenue, and
- West of First Street.

This information is shared at the briefings with our families as an incentive to consider locating in other non-impacted areas of the City. [There were no high poverty areas in the City of Clovis].

8.3.2 Identifying Non-Impacted Areas of Housing Opportunities

Non-impacted areas are predominantly located north of Shields Avenue, both in Fresno and in Clovis, and east of Minnewawa Avenue in Southeast Fresno, as shown in Map A which is available for families searching for units. This map is also used in briefing families to explain the benefits of locating outside areas of poverty or minority concentration.

The HA conducts active outreach to landlords in the community through its monthly participation at the California Apartment Association meetings. In addition, periodic outreach is done to large apartment complexes. Encouraging owners to rent units which are located throughout the city, including non-impacted areas is a part of this outreach.

8.3.3 Maps and Criteria about Non-Impacted Areas

The briefing materials contain maps and information about the characteristics of various non-impacted areas in the Fresno jurisdiction to educate families regarding various opportunities in these areas.

8.3.4 Lists of Owners Which Includes Properties in Non-Impacted Areas

The HA has a list of owners that can assist families in locating units outside impacted areas.

This Rental Listing is located on our website. Copies may be obtained by the family when they attend a briefing. The location of these properties is indicated via a link to Mapquest which can be accessed by using the Rental Listing on the Fresno Housing Authority website

8.3.5 Portability/Areas Where the Family Can Live

The briefing packet contains HA policy on allowable moves under portability as well as any restrictions on such a move. It also includes a list of housing authorities with their address and phone numbers in the surrounding area for families who wish to exercise their portability options. For additional information on portability, see Chapter 13.

8.3.6 Analysis of Need for Exception Payment Standards

Each year when the SEMAP certification is completed, an analysis is conducted to compare families with children who live in areas of low poverty with those who live in areas which are at or above the overall poverty rate for the principal operating area of the HA. Each year over 40% or more of the families have been living in low poverty areas. While Fresno County does have pockets of high poverty, with over 100 census tracts, most program participants have succeeded in locating in non-impacted areas. Therefore, there has not been a need for an exception payment standard to provide

SECTION 2: VOUCHER ISSUANCE

8.4 ISSUANCE OF VOUCHERS

[24 CFR 982.302, 982.54(d)(2)]

When funding is available, the HA will issue vouchers to applicants whose eligibility has been determined. The issuance of vouchers must be within the dollar limitations set by the Annual Contributions Contract (ACC) budget.

8.5 TERM OF VOUCHER

[24 CFR 982.303, 982.54(d) (2)]

During the briefing session, each household will be issued a voucher which represents a contractual agreement between the HA and the Family specifying the rights and responsibilities of each party. The voucher certifies that the family is eligible to participate in the HCV program, the unit size of the voucher, and how long the family has to search for a unit. It does not constitute admission to the program which occurs when the lease and contract become effective.

The HA will set the voucher term at 60 days. If more search time is needed the family may request an extension, according to the policies in Section 8.5.2.

The family must submit a Request for Tenancy Approval and a copy of their lease within the term listed on the voucher, unless an extension has been granted by the HA.

8.5.1 Suspensions

[982.303]

When a Request for Tenancy Approval is received, the HA will deduct the number of days

required to process the request from the term of the voucher (called tolling or suspension).

8.5.2 Extensions

Any requests for an extension of the voucher time period, must be made prior to the expiration date of the voucher. Extensions may be granted with supervisory approval at the discretion of the HA, primarily for, but not exclusive of, any of the following reasons:

- It is necessary as a reasonable accommodation for a person with disabilities,
- Extenuating circumstances such as illness, hospitalization or a family emergency, which affected the family's ability to find a unit within the voucher time period;
- Family can show evidence, through a completed search record, that they were unable to locate a unit;
- Family has submitted Request(s) for Tenancy Approval that the HA has disapproved (i.e., HA unable to negotiate rent(s) with owner or unit(s) do not meet HQS);
- Family size or other special requirements made finding a unit difficult.

The HA will request proof to substantiate the need for an extension.

The family may request one or more extensions.

8.5.3 Assistance to Voucher Holders

Families who require additional assistance during their search may call the HA Office to request assistance. Families may also access listings of available units by contacting our office or visiting our agency website at www.hafresno.org.

8.5.4 Expirations

If the voucher has expired, or expires after an extension, the applicant will be denied assistance and a participant family's assistance will end. The family will not be entitled to a review or a hearing.

8.6 VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, the HA will require additional information to determine who will be issued the voucher. If the family cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which of the families will continue to be assisted:

1. Whether the assistance should remain with family members remaining in the original assisted unit.
2. The interest of minor children or of ill, elderly or disabled family members.

3. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.

4. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HA will terminate assistance on the basis of failure to provide information necessary for a recertification.

8.7 REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the HA to be living in the unit. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the tenant family.

In order for a minor child to continue to receive assistance as a remaining family member:

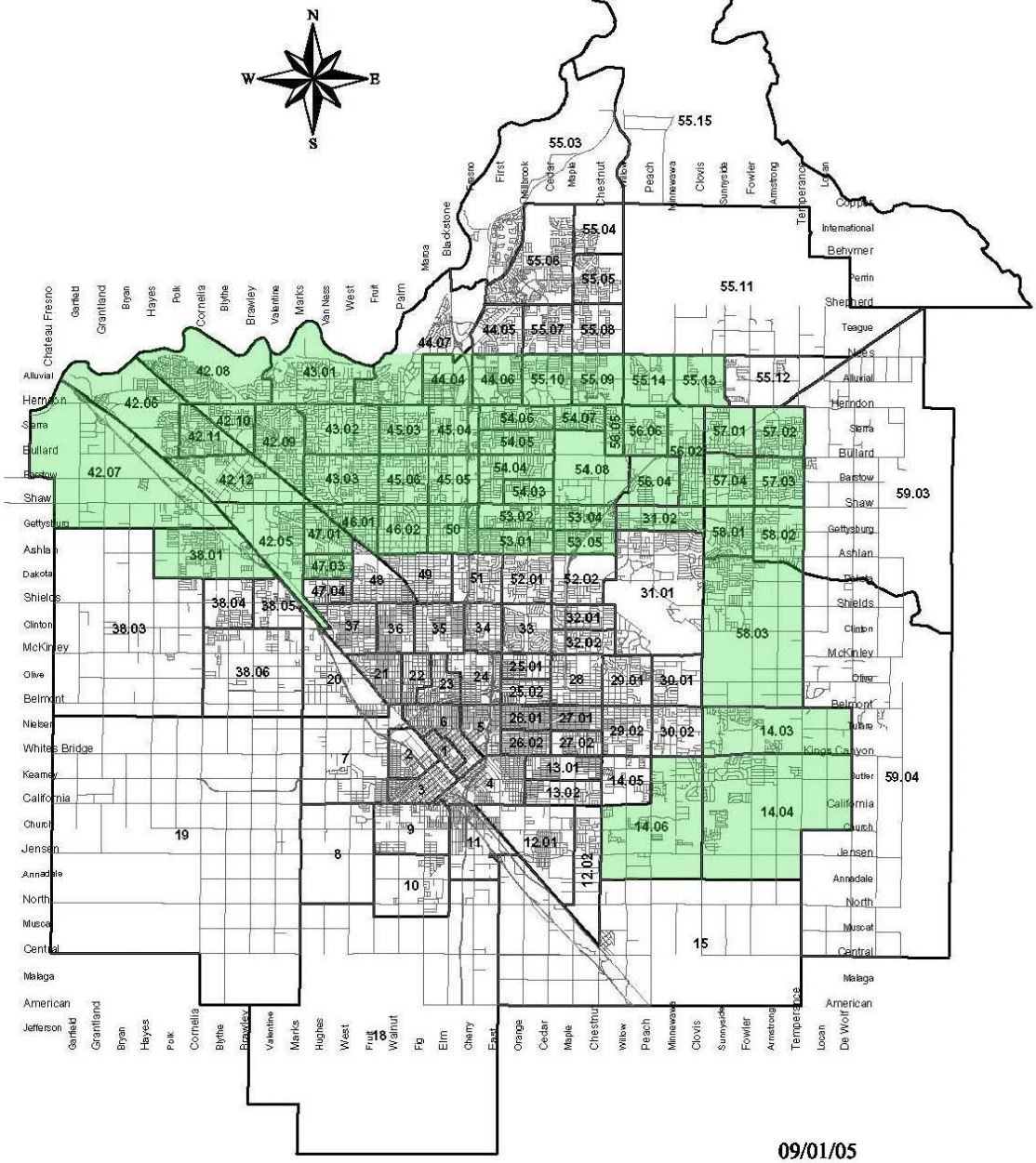
1. The court has to have awarded emancipated minor status to the minor; or

2. The HA has to have verified that the local social services agency and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher size.

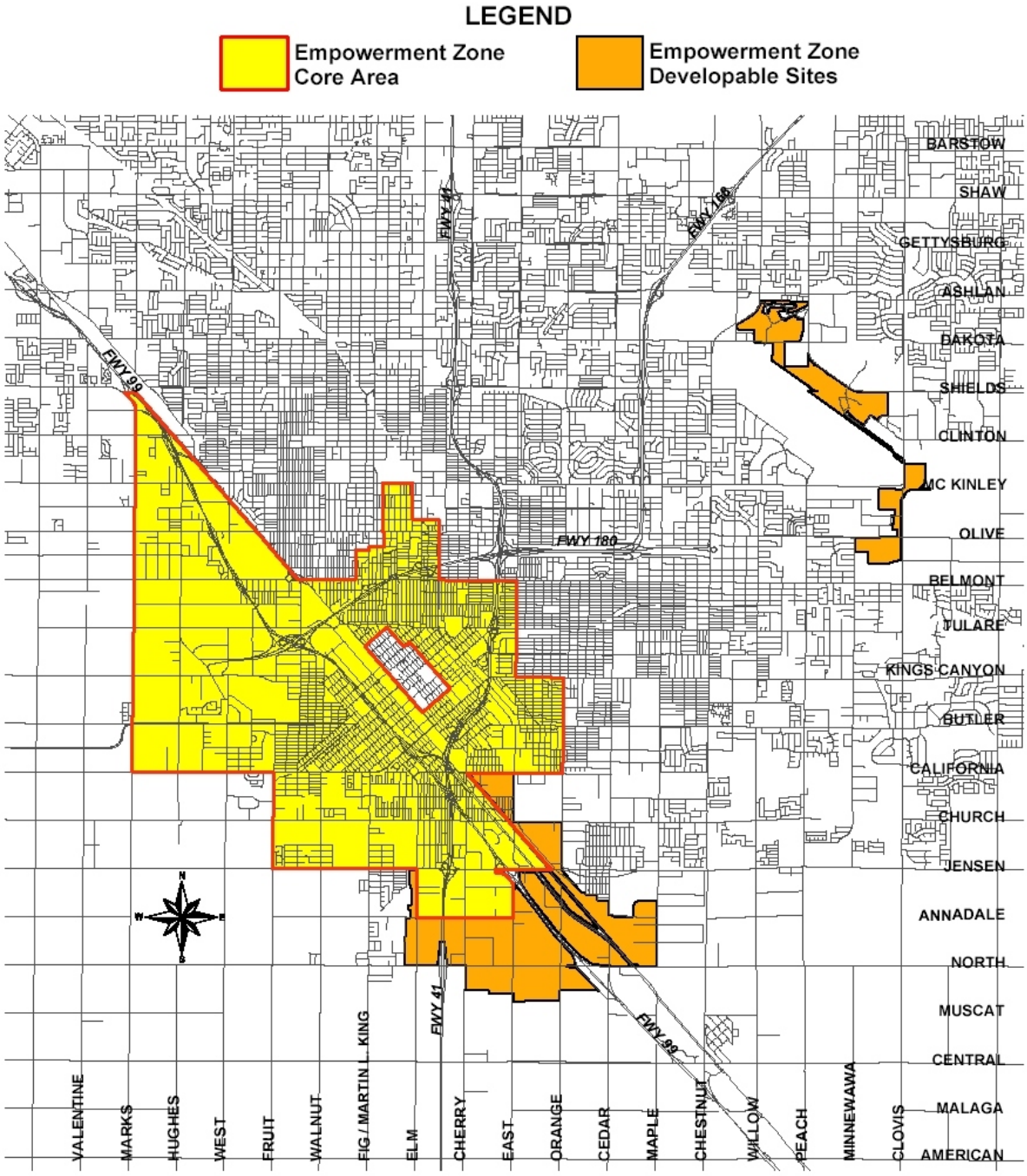
MAP A

AREAS OUTSIDE OF POVERTY AND MINORITY CONCENTRATION, FRESNO METROPOLITAN AREA



CITY OF FRESNO
EMPOWERMENT ZONE MAP

MAP B



Updated June 10, 2005

CHAPTER 9
REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

9.1 INTRODUCTION
[24 CFR 982.302(b)]

After families are issued a voucher, they must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments (HAP) Contract with the HA. This chapter covers the HA's policies which pertain to the processing of Requests for Tenancy Approval (RFTA); the types of eligible housing which may be assisted; lease requirements; reasons for owner disapproval, and the HAP contract execution process.

Information regarding the initial inspection is covered in Chapter 10.

9.2 REQUEST FOR TENANCY APPROVAL
[24 CFR 982.305]

A Request for Tenancy Approval (RFTA) is the written request from the voucher holder and owner, submitted to the HA for consideration and approval of a new tenancy.

9.2.1 Requirements for RFTA Approval
[24CFR 982.302(c), 982.305]

The family must submit the RFTA and a copy of the proposed lease during the term of the voucher. The RFTA must be signed by both the owner and voucher holder. The HA will not permit the family to submit more than one RFTA at a time.

The HA will consider an RFTA approvable if all of the following criteria are met:

1. The unit is an eligible type of housing

2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan); (see Section 10.3 for HQS information).

3. The rent is reasonable and approvable; (see Section 9.5 and Chapter 11).

4. The proposed lease complies with HUD and HA requirements; (see Section 9.7).

5. The owner is approvable, and there are no conflicts of interest; (see Section 9.11).

6. All applicable lead-based paint disclosure requirements have been met; (see Section 10.12 (Lead Base Paint & HQS).

9.3 TYPES OF HOUSING

[24 CFR 982.352, 982.54(d) (16)]

The family may receive tenant-based assistance to lease a unit located anywhere within the initial HA's jurisdiction or outside the initial HA's jurisdiction under the portability requirements.

The family may select the dwelling unit they have been residing in prior to participation in the program if the unit is approvable. This is called leasing in-place.

9.3.1 Eligible Housing Types

Eligible housing types include the following:

- Single-family dwellings, including condos and townhouses.
- Manufactured homes where the family leases the mobile home and the pad [24 CFR 982.620(a) (2)].
- Manufactured homes where the family owns the mobile home and leases the pad [24 CFR 982.620(a) (3)].
- Multi-family dwellings (apartment buildings).
- Units owned but not subsidized by the HA (HUD-prescribed requirement); see [24 CFR 982.352(b)].

However, there are some restrictions to the above:

- If the unit has other housing subsidy attached to it as described in [24 CFR 982.352(c)], a family may not receive the benefit of tenant-based assistance in such unit.
- The HA may not permit a voucher holder to lease a unit which is receiving project-based Section 8 assistance or any duplicative rental assistance

9.3.2 Special Housing Types

[24 CFR 982.601-624]

The HA will permit the following as eligible housing types if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with 24 CFR Part 8:

- Shared housing
- Single room occupancy
- Congregate housing

- Group housing

- Cooperative housing

9.3.3 Ineligible Housing Types
[24 CFR 982.352(a)]

The HA will not approve:

- A unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes and shared housing as described above; or for the Homeownership Option described in Chapter 21 of this administrative plan.

- Nursing homes or other institutions that provide care.

- School dormitories and institutional housing.

- Structures that have not been properly converted. Owners will be required to provide finalized permits for all conversion work when the integrity and/or soundness of a structure are in question.

- Converted garages or other structures not intended to be living areas.

- Any other types of housing prohibited by HUD.

9.4 RESTRICTION ON RENTING TO RELATIVES
[24 CFR 982.306(d)]

A family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The HA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability upon submission of proper documentation.

9.5 AFFORDABILITY
[24 CFR 982.507, 982.308]

An affordability test will be completed by HA to determine the family's ability to qualify for a unit indicated on RFTA. This will ensure that the family does not pay more than 40% of their adjusted income for the family's portion of rent due to the owner (TTP).

Criteria used in calculating affordability are as follows:

- 30% of voucher holder's adjusted income;
- Voucher size
- Unit size
- Type of unit
- Utilities and appliances and who supplies them
- Payment standard (lesser of voucher size or unit size)

If the proposed gross rent is not affordable, at the family's request, the HA will contact the owner to see if the owner is willing to reduce the amount of proposed rent. HA will

explain to owner that this is only for family to qualify for unit. Contract rent will be negotiated at the initial inspection by the HA representative conducting the inspection.

If the rent becomes affordable, the HA will continue processing the RFTA.

If owner does not agree to reduce rent to an affordable amount HA will inform the owner and family that the RFTA is disapproved.

9.6 DISAPPROVAL OF RFTA

[24 CFR 982.302(d)]

If the HA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. The HA will instruct the owner and family of the steps that are necessary to approve the request.

When, for any reason, an RFTA is not approved, the HA will notify the family of the disapproval and furnish another RFTA form so that the family can continue to search for eligible housing.

The HA will suspend the term of the voucher while the RFTA is being processed. Therefore, the length of time allotted to a family for the purpose of locating another unit will be based on the number of days left on the term of the voucher at the time the RFTA was received by HA [24 CFR 982.303(b)].

The family must submit an approvable RFTA before the end of the voucher period or assistance will terminate. For information regarding term of voucher as it relates to search time; see Section 8.7 Term of Voucher [24 CFR 982.303, 982.54(d)(2)]

9.7 LEASE AGREEMENTS

[24 CFR 982.308, 982.309]

The HA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State law. Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA. If there are any discrepancies the Tenancy Addendum will supersede.

At minimum, the lease must specify the following information:

- The names of the owner and the tenant;
- The address of unit rented;
- The term of the lease including initial term and any provisions for renewal;
- The amount of the monthly rent; and
- A specification of which utilities and appliances will be supplied by the owner, and which are to be supplied by the family.

The HUD-prescribed tenancy addendum must be attached and executed.

9.7.1 Separate Agreements
[24 CFR 982.510(c)]

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised at initial inspection of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. If there is to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HA is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by the HA. If agreements are entered into at a later date, they must be approved by the HA and attached to the Lease.

9.8 LEASE PURCHASE AGREEMENTS
[24 CFR 982.317(a)(b)]

A family leasing a unit with assistance under the program may enter into an agreement with an owner to purchase the unit. As long as the family is receiving rental assistance, all tenant-based program requirements apply.

Any homeownership premium included in the rent to the owner must be absorbed by the family, such as:

- Increment of value attributable to the value of the lease-purchase right; and
- Agreement such as an extra monthly payment to accumulate a down payment or reduce the purchase price.

Any homeownership premium paid by the family to the owner must also be excluded when the HA determines rent reasonableness.

9.9 TERM OF ASSISTED TENANCY
[24 CFR 982.309]

The initial lease term must be for at least one year under HUD regulations.

During the initial lease term, the owner may not raise the contract rent, except when permitted by special rules for subsidized units as described in [24 CFR 982.521].

9.10 INFORMATION TO OWNERS

[24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, the HA will furnish prospective owners upon receipt of written request, copy of application to rent and signed consent to release information from client, with the following information:

- The family's current address as shown in the HA's records; and
- If known to the HA, the name and address of the landlord at the family's current and prior address.

The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

A statement of the HA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The HA will provide this information orally to the prospective landlord.

The HA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

9.11 OWNER DISAPPROVAL

[24 CFR 982.306]

For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

- HUD or other agency directly related has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under [24 CFR part 24].
- HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has a conflict of interest as described in HUD regulation [24 CFR 982.161(a)], and would therefore be unable to enter into a contract with the HA.

- The owner has violated obligations under a Housing Assistance Payments Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

- The owner has engaged in drug trafficking.

- For restrictions on renting from a relative, see Section 9.4 of this chapter.

9.12 CONTRACT EXECUTION PROCESS

[24 CFR 982.305(c)]

The HA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and the HA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. The HA will retain a copy of all signed documents.

The HA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the Contract is executed.

The Director of the Housing Choice Voucher department is the only person authorized to execute a contract on behalf of the department.

Owners must provide the following information for contract execution:

- Owners must provide a current mailing address. If property is owned by a relative (where the HA approved the unit as a reasonable accommodation) the owner must provide the current address of their residence (not a Post Office box) for comparison to the subsidized unit's address.

- Owners must provide an Employer Identification Number or Social Security Number**.**

- Owners must also submit a completed and accurate W-9 form.

- Owners must provide their financial institution account information for the mandatory Electronic Funds Transfer (EFT) processing of HAP payments.

- Owners must provide a copy of management agreement between owner and person and/or company managing assisted property on owner's behalf.

9.12.1 Change in Total Tenant Payments (TTP) Prior to HAP Effective Date

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP Contract at admission, the information will be recorded. An interim adjustment to the TTP will be deferred until after the family leases up in the unit, unless to defer the interim adjustment would result in a hardship for the family. The HA will review the need for an interim on a case-by-case basis.

9.13 CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract.

The HA will process a change of ownership only upon the written request of the new owner and only if accompanied by the following:

- A copy of the final closing escrow statement, recorded grant deed or other legal document showing the transfer of title;
- W-9 indicating the Employee Identification Number or Social Security Number of the new owner;
- Owners current address and phone number
- Financial institution account information for EFT payment processing.

9.14 CHANGE IN MANAGEMENT

The HA must receive a written request by the owner in order to change the HAP payee and/or the address to which payment is to be sent along with copy of management agreement between owner and managing agent/company and/or new account information if applicable.

Chapter 10
HOUSING QUALITY STANDARDS AND INSPECTIONS
[24 CFR 982.401]

10.1 INTRODUCTION

This chapter describes the HA's procedures for conducting different types of inspections, and the HA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with Housing Quality Standards (HQS) requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements.

10.2 GUIDELINES/TYPES OF INSPECTIONS
[24 CFR 982.401(a), 982.405]

Housing Quality Standards (HQS) is the minimum quality standards set forth by HUD in 24 CFR 982.401 for tenant based programs. The standards are set in place to ensure that the assisted housing is decent, safe and sanitary. HQS standards apply to the building and premises, as well as the unit.

There are four types of inspections the HA will perform:

- Initial/Move-in: A unit must pass this HQS inspection before the Housing Authority can enter into a HAP Contract with the owner.
- Annual: A unit must be inspected at least once every 12 months to ensure the unit continues to meet minimum HQS requirements.
- Special/Complaint: This inspection is usually conducted at the request of the owner, family or HA approved agency. This inspection may be conducted without notice to verify program compliance.
- Quality Control: The HA is required to perform supervisor quality control HQS inspections.

10.2.1 Initial - Move-In HQS Inspection
[24 CFR 982.401(a)]

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HA once repairs are completed. The owner will be given up to 20

days to correct the items noted as “fail”; the time allowed for the repair will depend on the inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to one re-inspection for repair work to be completed.

If the time period given by the housing authority to correct the repairs has elapsed, or the unit fails the re-inspections, the unit will be disqualified and the family must search for a unit which meets minimum HQS.

10.2.2 Annual HQS Inspections

[24 CFR 982.405(a)]

In accordance with HUD requirements the HA will conduct a Housing Quality Standards inspection for each unit on the program at least once every 12 months. The family must allow the HA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551 (d)]

Inspection: The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they may authorize a representative who is 18 years of age or older to be present to allow the inspector access to unit to conduct the inspection. The family may provide written permission for the property manager or owner to allow the inspector entry into the unit.

If the family misses one inspection appointment, the HA will consider the family to have violated a Family Obligation. The family will be sent a non-compliance letter giving the family one final inspection appointment.

Re-inspection: The family and owner are mailed a notice of the inspection appointment by mail. If the family is not at home for the inspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility).

The family is also notified that it is a Family Obligation to allow the HA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance," they will be advised of their responsibility to correct.

10.2.3 Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of the inspection.

2. For non-emergency items, repairs must be completed within 20 days.

3. For major repairs, the supervisor may approve an extension beyond 20 days.

The extension will be made for a period of time not to exceed 60 calendar days. At the end of that time, at the HA's discretion, if the work is not completed, the HA will begin the abatement for owners or termination of assistance for family breach of HQS.

10.2.4 Special/Complaint Inspections

[24 CFR 982.405(c)]

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA may conduct an inspection. The HA may attempt to verify that the family has submitted a maintenance request to the property manager or owner prior to requesting a complaint inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs. If the annual inspection is due, the special inspection may be categorized as an annual inspection and all annual procedures will be followed.

10.2.5 Quality Control Inspections

[24 CFR 982.405(b) and 985.3(e)]

The purpose of Quality Control inspections is to ensure that each Housing Program Coordinator is conducting accurate and complete inspections, and to ensure that there is consistency among Housing Program Coordinators in the enforcement of the Housing Quality Standards.

10.3 ADDITIONS TO HQS

[24 CFR 982.401(a)]

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the additions described below.

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Deadbolts:

All exterior doors must have thumbnail deadbolt.

Bedrooms:

Minimum bedroom ceiling height is 7'6" or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 square foot area.

10.4 HQS DEFICIENCIES

10.4.1 Emergency Fail Deficiencies

[24 CFR 982. 404(a)(3)]

Only life-threatening items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of inspection.

The following deficiencies are considered life threatening emergency fails, and will cause a unit to be labeled uninhabitable:

- Gas leaks
- Major plumbing problems
- Utilities not in service
- No running water
- No functioning toilet
- Unstable roof/structure

The HA may give a short extension (not more than 72 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period. In the event it is not feasible to extend the time frame for the required emergency repair, but the HA is not physically able to go out and confirm the repair has been corrected in 24-hours, the owner can provide a faxed self-certification to the HA stating he has corrected the 24-hour emergency deficiency(s). The HA will make every effort to confirm with the client by phone that the emergency repairs have been completed. The HA also will follow up to confirm the repair has been corrected by conducting a re-inspection within no more than 3 business days.

In those cases where there is leaking gas, potential of fire, or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the HA.

If the emergency repair item(s) are not corrected in the time period required by the HA, and the owner is responsible, the Housing Assistance Payment will be abated and the HAP Contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HA, and it is an HQS breach which is a family obligation, the HA will terminate HAP contract and begin the termination of assistance process for the family.

10.4.2 Non-Emergency Fail Deficiencies

Non-emergency deficiencies that cause a unit to fail the inspection must be corrected within the time specified by the HA, usually within 20 calendar days. The family and owner will be notified of the failed items in writing.

If the necessary repairs have been completed prior to the next scheduled inspection, the family or owner may request an earlier inspection date. Requests for earlier repair dates

will be reviewed and accommodated on a case-by-case basis.

If the family is not home for the reinspection appointment, a card will be left at the unit with instructions. A second reinspection will be scheduled automatically and the owner and family will be notified by mail.

10.4.3 Non-Emergency Fail Deficiencies Not Requiring Reinspection

The following deficiencies will not require a reinspection if cleared by proper owner certification.

- Inoperable gas wall or floor heater
- Damaged (not missing) outlet covers
- Inoperable secondary smoke detectors
- Presence of vermin/roaches
- Minor faucet and/or plumbing leaks

The deficiencies must be cleared by a certification signed by owner and participant. If the certification is not approved by a supervisor, a reinspection must be performed.

Appropriate third party documentation must be supplied where appropriate, including gas/utility receipt or invoice.

10.5 CONSEQUENCES IF FAMILY IS RESPONSIBLE

[24 CFR 982.404(b)]

If non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within 20 calendar days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by supervisors. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

10.6 CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

[24 CFR 982. 404, 982.453]

If owner-caused deficiencies are not corrected in the time period required by the Housing Authority, housing assistance payments will be abated and the contract may be terminated.

10.6.1 Abatement

A Notice of Abatement will be sent to the owner. The abatement will be effective the 1st of the following month. The notice of intent to cancel the contract is generally for 30 calendar days, depending on the nature of the repair(s) needed.

The HA will inspect abated units within 30 calendar days of the owner's notification that the work has been completed.

If the owner makes repairs prior to the first of the following month the abatement will be cancelled. If repairs are completed during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the HA's portion of rent that is abated.

10.6.2 Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect. The tenant will be issued a voucher to search for another unit.

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit. Only two Housing Quality Standards inspections will be conducted after the termination notice is issued.

10.7 DETERMINATION OF RESPONSIBILITY

[24 CFR 982.404]

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service.
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

The owner is responsible for all HQS violations other than those bulleted in the paragraph directly above.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the Lease. The HA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to the HA within 10 business days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

10.7.1 Normal Wear and Tear

"Normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

10.8 LEAD-BASED PAINT AND HQS

[24 CFR Part 35]

In order to comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the HUD regulations of September 15, 1999 the HA will adopt the following policies. For all pre1978 dwelling units with a child under six years of age, during the initial and annual inspections, the HA will conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint. If deteriorated paint is found, the owner will be required to perform paint stabilization. If the area to be stabilized is above “de minims levels”, the owner will be required to use “safe work practices” as defined in 24 CFR Part 35.1350. For common terms used regarding lead hazard reduction see the end of this section.

10.8.1 Owner Responsibilities

The owner must notify the HA and the family if aware of any known lead-based paint or lead-based paint hazards on the premises. This must occur prior to execution of the HAP contract.

The owner must perform paint stabilization when required by the HA as a result of an HQS inspection.

Where a pre-1978 dwelling unit is occupied by a child of less than six years of age with an environmental intervention blood lead level (EIBLL),the owner will:

- be required to allow the HA to conduct a risk assessment of the dwelling unit;
- be advised of the risk assessment inspection and given the opportunity to be present;
- upon receipt of a written report of the results of the above inspection, the owner must post notice to the tenant;
- if hazard conditions exist, the owner must comply with the scope of the work within 30 days;
- once interim controls or abatement (corrective actions to reduce or eliminate LBP hazards) have been completed, the owner must contract with a Certified Lead Inspector (CLI) for a clearance examination;
- once cleared by the CLI, a copy of the Clearance Report must be provided by the owner to the HA.

10.8.2 HA Responsibilities

The HA staff will conduct a visual assessment at initial and periodic inspections. If during the inspection the family informs the HA staff person there is a child under 6 years of age with an EIBLL, staff is to give a written report to a Housing Choice Voucher manager.

The Ha will attempt to obtain from the health department names and/or addresses of children with EIBLL's. Such information will be matched with HA address records of assisted families.

The HA will report to the health department addresses of assisted units, unless the health department states it does not want such a report.

Lead-based paint inspection reports, with owner certifications, will be kept for a minimum of three years; indefinitely if chewable surfaces require testing.

As part of the briefing of applicant/participant families, the HA will provide the household with a copy of the HUD brochure, "Protect Your Family from Lead in Your Home."

Where a pre-1978 dwelling unit is occupied by a child of less than six years of age with an environmental intervention blood lead level (EIBLL), and the HA has received EIBLL notification by the health department or other medical health care provider, the HA will:

- schedule a risk assessment within 15 days and give the owner an opportunity to be present;
- place the housing assistance payment on hold, if the written report reveals items which must be corrected;
- notify the owner in writing of the hold, and of the Lead Based Paint Hazard Reduction Procedures [letter], giving 30 days to correct all items;
- upon receipt of a clearance form per 24 CRF 35.1340, will release the housing assistance payment;
- notify the owner and family in writing of termination of the contract and housing assistance payments if the required clearance form is not provided by the end of the 30-day correction period;
- if the owner does not obtain a clearance, or if the family decides not to stay in the unit, the HA will process the family's request to transfer to another unit, if the family serves a proper notice of intent to vacate and meets the other requirements to transfer as described in Chapter 13 of this Plan.

The unit will be taken off the program and the property tracked so that it will not be allowed back on the program until such time as a clearance is supplied.

10.8.3 Common Definitions Regarding Lead-Based Paint

Below are some of the key terms used in this section. Other definitions are located in 24 CFR Part 35.7, 35.110.

Abatement means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards. Abatement includes:

(1) The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and

(2) All preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.

Certified [Inspector] means licensed or certified to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision, either by a State or Indian tribe with a lead-based paint certification program authorized by the Environmental Protection Agency (EPA), or by the EPA, in accordance with 40 CFR part 745, subparts L or Q.

Clearance Examination means an activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in 24 CFR part 35, exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found in 24 CFR Part 35.1320.

De Minimis Levels (aka De Minimis Rule) means

- 20 sq ft on exterior surfaces,
- 2 sq ft in any one interior room, or
- 10% of total surface area of an interior or exterior type component with a smaller surface area (e.g., window sills)

Deteriorated Paint means any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

Environmental Intervention Blood Lead Level (EIBLL) means a confirmed concentration of lead in whole blood equal to or greater than 20 ug/dL (micrograms of lead per deciliter) for a single test or 15 to 19 ug/dL in two tests taken at least 3 months apart.

Hazard Reduction means measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls or abatement or a combination of the two.

Interim Controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

Paint Stabilization means repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying new protective coating or paint.

Risk Assessment means: (1) An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and (2) The provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

Visual Assessment means looking for, as applicable: (1) Deteriorated paint; (2) Visible surface dust, debris, and residue as part of a risk assessment or clearance examination; or (3) The completion or failure of a hazard reduction measure.

CHAPTER 11
PAYMENT STANDARDS, RENT REASONABLENESS, AND OWNER RENTS
[24 CFR 982. 503, 982. 507, 982. 505]

11.1 INTRODUCTION

It is the HA's responsibility to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. The HA will not approve the lease or execute a payments contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. The HA will determine rent reasonableness at initial lease-up, before any increases in rent to owner and at other times as described in this section.

This chapter explains the HA's procedures for determination of payment standards, rent-reasonableness, payments to owners, and rent adjustments.

11.2 SETTING THE PAYMENT STANDARDS FOR THE VOUCHER PROGRAM
[24 CFR 982. 503(b)(1)]

HUD regulations allow the HA to set payment standards at a level that is between 90 percent to 110 percent of the Fair Market Rent (FMR) for its jurisdiction. The HA must set the payment standard at a level that is high enough to ensure that families are able to afford quality housing, ensure the payment standard does not inflate the rental market rates while balancing the need to provide assistance to as many families as possible.

The HA sets its payment standards between 90% and 110% of the Fair Market Rents.

Manufactured Home Space Payment Standard: The Payment Standard for a manufactured home space is to 40 % of the published FMR for a 2-bedroom unit.

11.2.1 Exception Payment Standard

Exception Payment Standards exceeding 120% of the FMR will require HUD approval for the total area of a HA jurisdiction or place.

Justification for Payment Standard exceptions above 120% must demonstrate that the approval is:

- needed to prevent financial hardship for families
- supported by a program justification
- justified by rental survey results.

HA’s may request HUD approval up to 120% as reasonable accommodation for a family with a disabled member.

11.3 MAXIMUM INITIAL RENT BURDEN

Any new admission or any family who moves may not pay more than 40% of adjusted income toward the initial rent and utilities for the unit if the gross rent for the unit exceeds the applicable payment standard for the family.

EXAMPLE: **Maximum Initial Rent Burden**

Tenant Rent exceeds 40% of Adjusted Monthly Income

Family's monthly adjusted income	$600
TTP @ 30%	$180
40% adjusted income	$240
Payment Standard	$500
TTP	-180
Maximum subsidy	$320
Unit gross rent (above Payment Standard)	$575
Maximum subsidy	-320
Family Share	$255

HA cannot approve the unit because the family would be required to pay more than 40% of its monthly adjusted income.

11.4 ADJUSTMENTS TO PAYMENT STANDARD

The HA will review Payment Standards at least annually. A quarterly review will be done if any of the following occurs:

- 25% or more Voucher holders cannot locate housing within the term of the Voucher
- 40% or more of families of a particular unit size pay more than 30% of adjusted income as their family share
- based on a review of its rent reasonableness data base and vacancy rate data, there is an insufficient supply of vacant units below the payment standard in areas without minority concentration and/or poverty-impacted areas.

11.5 PAYMENT STANDARD FOR A FAMILY

The payment standard is used to calculate the monthly housing assistance payment (HAP) for a family under the Housing Choice Voucher program. The HAP, or subsidy, is arrived at by taking the lower of:

- Payment standard minus the Total Tenant Payment (TTP) or
- Gross rent for the unit minus the TTP.

Under the HCV program, if the gross rent for the unit is lower than the payment standard, the family will pay the full TTP. If the gross rent for the unit is higher than the

payment standard, the family will pay the TTP plus the amount by which the gross rent exceeds the payment standard.

The payment standard amount for a family is the lower of:

- Payment standard amount for the family unit size, or
- Payment standard amount for the size of the unit leased by the family

If the unit is located in an exception area, the HA must use the appropriate payment standard amount for the exception area.

The payment standard in place on the effective date of the HAP contract remains in place for the duration of the contract term unless the HA increases or decreases its payment standard.

11.5.1 When the Payment Standard Increases

If a payment standard is increased, the higher payment standard is used in calculating the HAP at the time of the family's first regular (annual) reexamination. Families requiring or requesting interim reexaminations will *not* have their HAP payments calculated using the higher payment standard until their next annual reexamination.

11.5.2 When the Payment Standard Decreases

[24CFR 982.505]

If the amount of the payment standard decreased during the term of the HAP contract, the lower payment standard amount generally must be used to calculate the monthly housing assistance payment. The HA must determine the payment standard for the family as follows:

Step 1:	At the first regular reexamination following the decrease in the payment standard amount, the HA will determine the payment standard using the decreased payment standard amount.
Step 2:	(First reexamination payment standard amount). The HA will compare the payment standard amount from Step 1 to the payment standard amount last used to calculate the monthly housing assistance payment for the family. The payment standard amount used by the HA to calculate the monthly HAP at the first regular reexamination following the decrease in the payment standard amount is the higher of these two payment standard amounts. The HA will advise the family that the application of the lower payment standard amount will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard amount.
Step 3:	(Second reexamination payment standard Amount). At the second regular reexamination following the decrease in the payment standard amount, the lower payment standard amount will be used to calculate the monthly HAP for the family unless the HA has subsequently increased the payment standard amount. Current regulations do not give a housing authority discretion to set policy in this matter.

11.5.3 Change in the Family Unit Size

Irrespective of any increase or decrease in the payment standard amount, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

11.6 RENT REASONABLENESS DETERMINATIONS

[24 CFR 982.503, 982.507]

The Housing Authority is responsible for ensuring that the rents charged by owners are reasonable based upon objective comparables in the rental market.

The Housing Authority will complete a rent-reasonable determination prior to entering in to a new contract with the owner. The Housing Authority will also complete a rent-reasonableness determination upon request by the owner to increase the contract rent. The Housing Authority will ensure that the requested rent:

1. Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and

2. Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

The Housing Authority must re-determine rent reasonableness if directed by HUD and based on a need identified by the Housing Authority's auditing system. The Housing Authority may elect to re-determine rent reasonableness at any other time.

At all times during the assisted tenancy, the rent paid to the owner may not exceed the reasonable rent as determined by the Housing Authority.

If requested, the owner must give the Housing Authority information on rents charged by the owner for other units in the complex or elsewhere.

The Housing Authority maintains a database which contains current open market rents for use by staff to determine rent reasonableness determinations. Data is collected on an ongoing basis and purged when it is more than 12 months old. The data for the open market rents is gathered from owners, newspapers, realtors, professional associations, inquiries of owners, internet, and other available sources.

The data collected is used in a rent comparable system. This system calculates a variety of criteria to provide rent comparable information, including:

1. Size
2. Location
3. Quality
4. Amenities

5. Age of unit
6. Unit type
7. Utilities
8. Housing Services
9. Maintenance

The rent reasonableness database will retrieve at least 3 open market comparables to be used for rent determination. All comparables will be based on the rent that the unit would command if leased in the current rental market.

11.6.1 Making and Documenting the Rent Reasonableness Determination

Rent reasonableness data will be used to make a side-by-side comparison of the proposed unit against three open market rental units. The 9 comparability factors will be reviewed to ensure consistency. While not all factors will be identical they should be sufficiently similar to demonstrate they are comparable units.

If data retrieved is insufficient to meet 3 open market comparables the Housing Authority may exercise one of the following methods for making rent reasonableness determinations, **and will document why an alternate method of documenting was needed**. Alternate methods include:

- Owner will be asked to supply additional rental amounts for comparable unassisted units.
- When there are no comparable units of like bedroom size, HA will use a multiplier of 15% per bedroom size to estimate the rental value of the larger-size bedroom unit.
- Comparables may be used from outside areas which are considered comparable to the proposed unit.

11.7 OWNER PAYMENT IN THE VOUCHER PROGRAM

[24 CFR 982. 503]

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Voucher size issued to the family is based on the HA's Subsidy Standards. The Payment Standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

11.7.1 Subsidy Calculation

Under the Housing Choice Voucher Program, the HAP subsidy is *the lower of*:

- the Payment Standard minus the Total Tenant Payment, OR
- the gross rent (rent to the owner plus utility allowance) minus the Total Tenant Payment

Total Tenant Payment is the highest of:

- thirty (30) percent of the monthly adjusted income
- ten (10) percent of monthly gross income
- welfare rent (in as paid states) or
- the HA minimum rent (see Chapter 6)

A family renting a unit above the Payment Standard also pays the highest of the amounts above, plus the amount by which the gross rent for the unit exceeds the Payment Standard. An example of the subsidy calculation is as follows:

EXAMPLE: Subsidy Calculation:

Gross Rent is lower than Payment Standard

$575	Payment Standard
-150	TTP
$425	Maximum Subsidy
$570	Gross Rent
-150	TTP
$420	HAP Subsidy

11.8 MAKING PAYMENTS TO OWNERS

[24 CFR 982.451, 982.311(d)(1)]

Once the HAP Contract is executed, the HA begins processing payments to the landlord. The effective date and the amount of the HA payment is communicated in writing to the family and owner. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Payments are disbursed by Accounting to the owner each month as described below.

The owner is allowed to keep the housing assistance payment for the month when the family moves out of the unit.

Payments will only be disbursed on the first of the month and at mid-month through Electronic Funds Transfer (EFT) process. Exceptions may be made with the approval of the Director in cases of hardship**.**

Payments that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check. Owners will be advised there may be a $10 processing fee for re-issuance of a HAP payment.

11.9 RENT ADJUSTMENTS

[24 CFR 982.519 and 982.308 (g)]

Rent adjustment is a request to increase the existing contract rent. The request for a rent adjustment must be completed by the owner/agent. The owner/agent can request a rent adjustment after the initial lease term by providing a copy of the written 60 day notice to increase rent to both the family and the HA. The following steps must take place before the request can be approved:

- All requests must be submitted to the family and the HA at least 60 days prior to the effective date of the rent adjustment.
- The unit must pass the Housing Quality Standard inspection within the last twelve months.
- If there are any other changes to the lease agreement such as who is responsible for utilities/appliances or the term of the lease, these changes must be in writing. The owner must immediately provide the HA with a copy of these changes. The HA will execute a new HAP contract reflecting these changes.
- The amount requested cannot exceed rents currently charged by the owner for a comparable unassisted units in the same building or complex (on the premises), and
- The amount requested must be reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.
- Family must give consent of their acceptance of proposed rent increase by owner.

11.9.1 Rent Adjustment Determination

All rent adjustment determinations will be based on the rent reasonableness determination method previously described in this chapter. If the rent adjustment is approved, the change in rent does not affect the automatic renewal of the lease and does not require a new lease/contract or an executed amendment. A notice of rent adjustment letter will be sent to the owner and the family.

If the HA is not able to accept the amount of the owner's proposed increase because it exceeds the HA's rent reasonableness determination for a comparable unassisted unit, the HA will contact the owner to negotiate rent. HA may inspect the unit for the purpose of determining rent reasonableness. Once the amount has been negotiated and approved, a notice of rent adjustment letter will be sent to the owner and the family.

If, during the negotiation process, the HA and the owner cannot reach an agreement on the rent adjustment, the HA will send a letter to the owner denying the request for rent adjustment.

11.9.2 Special Adjustments

[24 CFR 982. 520]

An owner may request a special adjustment based on substantial and general increases in real property such as: taxes, special government assessments, or costs of utilities. The rent requested must be found to be reasonable and must be approved by HUD.

CHAPTER 12
REEXAMINATIONS

12.1 INTRODUCTION

The HA is required to reexamine each family's income and composition at least every twelve months, and to adjust the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations and Housing Authority (HA) policies concerning reexaminations are presented in three parts:

Part I: Annual Reexaminations. This part discusses the process for conducting annual reexaminations.

Part II: Interim Reexaminations. This part details the requirements for families to report changes in family income and composition between annual reexaminations.

Part III: Outcomes from Recertifications. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS

12.2 OVERVIEW

The HA must conduct a reexamination of family income and composition at least every twelve months. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated. This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

12.3 SCHEDULING ANNUAL REEXAMINATIONS

The HA must establish a policy to ensure that the annual reexamination for each family is completed within a 12-month period, and may require reexaminations more frequently.

The HA will begin the annual reexamination process 120 days in advance of its scheduled effective date. Generally, the HA will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, the HA will perform a new annual reexamination if a current reexamination is needed (one has not been effective within the last 120 days), and change the reexamination anniversary date to reflect one year from the effective date of the moving reexamination.

12.3.1 Notification of and Participation in the Annual Reexamination Process

The HA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is described below.

Families generally are required to complete the annual reexamination process by mail.

Notification of the annual reexamination process will be sent by first-class mail and will contain the certification packet for completion and must be returned by the specified due date.

If the family is unable to return the packet within the deadline, the family should contact the HA in advance of the due date to request an extension. If a family does not provide required information by the deadline, including any extension granted, or if the notice is returned by the post office with no forwarding address, a notice of termination (see Chapter 15) will be sent to the family's address of record.

12.4 CONDUCTING ANNUAL REEXAMINATIONS

As part of the annual reexamination process, families are required to provide updated information to the HA regarding the family's income, expenses, and composition [24 CFR 982.551(b)]. (For policy regarding how the family should request to add new family members to their family composition, see Section 12.8).

12.4.1 Annual Reexamination by Mail

The family will be notified by mail up to 120 calendar days in advance of the anniversary date of the requirement to complete their annual reexamination process. If requested as an accommodation by a person with disabilities, the HA will provide the notice in an accessible format; home visits may also be requested for this purpose so the HA can assist the family in completing their annual reexamination requirement. The HA will also mail the notice to a third party, if requested as a reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Families will be asked to mail in all required information (as described in the reexamination notice) with their completed reexamination packet. The required information will include the Personal Declaration Packet, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time their packet is mailed to the HA, must be provided within 10 calendar days of the written

request for the incomplete information which the HA will mail to the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information requested within the required time frame, including any extensions, the family will be sent a notice of the HA's intent to terminate the family's assistance; (see Chapter 15).

12.4.2 Conducting Face-to-Face Interviews

While most reexaminations are conducted by mail, face-to-face interviews may be conducted at any time at the HA discretion, or if needed by a person with disabilities as a reasonable accommodation. (Also the face-to-face interview method is commonly selected when conducting the initial certification during the intake process for new admissions).

When using this method the HA will normally require the head of household and spouse to attend the interview. If the head of household is unable to attend the interview, the spouse, co-head or any adult member of the family composition may certify for the family.

12.4.3 Documents Required from the Family

In the notification letter to the family, the HA will include instructions for the family to mail in (or bring to the interview) the following documents:

- Documentation of income for all family members
- Documentation of all assets
- Documentation of any deductions/allowances
- Personal declaration form completed by the head-of-household
- Immigration cards for any new family members
- Consent forms for criminal background checks

12.4.4 Failure to Respond to Notification of Requirement for Annual Reexamination

After receiving the Personal Declaration reexamination packet, the family is required to complete and return the packet with all requested documents on or before the due date listed in the reexamination notification. Failure to meet the deadline is grounds for termination of assistance. For more details on missed deadlines, and for exceptions to the policy which may be made by a supervisor if the family is able to document an emergency situation which requires an extension on the time needed to comply with the annual reexamination requirement,, see Section 15.8.

12.4.5 Criminal Background Checks

Each household member age 18 and over may be required to execute a signed Criminal Background Consent form as part of the annual reexamination process. Criminal background checks will be conducted for all adults (age 18 and above) in the household, including live-in aids, new household members being added to a currently assisted household, and all incoming families porting into the HA's jurisdiction.

12.5 DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS

[24 CFR 982.552(b)(5)]

Section 327 of Public Law 109-115 established new restrictions on the ongoing eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled in an institution of higher education is under the age of 24, is not a veteran, is not married, and does not have a dependent child, the student's eligibility must be reexamined along with the income eligibility of the student's parents on an annual basis. In these cases, both the student and the student's parents must be income eligible for the student to continue to receive HCV assistance. If, however, a student in these circumstances is determined independent from his or her parents in accordance with HA policy, the income of the student's parents will not be considered in determining the student's ongoing eligibility.

Students who reside with parents in an HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

During the annual reexamination process, the HA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612(see Section 4.13) by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in the criteria for admission in Chapter 4, the parents' income will not be reviewed.

If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Chapter 15.

If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the HA will process a reexamination in accordance with the policies in this chapter.

12.6 ANNUAL RECERTIFICATION EFFECTIVE DATES

The HA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].

In general, **an *increase* in the family share** of the rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

- If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.
- If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.
- If the family causes a delay in processing the annual reexamination, the family will be sent a notice of the HA's intent to terminate program assistance due to the

family's non-compliance with supplying information requested by the HA. In the event the intent to terminate should be reversed, the i*ncrease* in the family share of the rent will be applied retroactively, to the anniversary effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 18.

- If the HA causes a delay in processing the annual reexamination, increases in the family share of the rent will take effect on the first of the month following the end of a 30-day notice period.

In general, a ***decrease* in the family share** of the rent that results from an annual reexamination will take effect on the first day of the month following the date the change occurred; e.g., family reports a decrease of income in the reexamination packet on 01/15/08; regardless of when the verification comes (see exceptions below) the HA will make the new family portion effective on 02/01/08. Also, the family's reexamination anniversary date will change to 02/01/09, which is the new effective date plus one year.

- If the family causes a delay in processing the annual reexamination, d*ecreases* in the family share of the rent will be applied prospectively, from the first day of the month following the date all required documentation was submitted by the family.
- Any delay in processing of the interim change caused by the HA will be made effective the first of the month following the date the change was reported.

12.6.1 Determining Whether Delay was Caused by the Family or the HA

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the HA by the date specified, and this delay prevents the HA from completing the reexamination as scheduled.

Delays in reexamination processing are considered to be caused by the HA if the HA fails to act promptly in requesting additional verifications needed; or in following up on verifications not received timely (refer to Chapter 7 for each of these); or if the HA fails to recalculate the rent portions within a reasonable time (within no more than 10 business days) from the date all information has been received by the HA.

PART II: INTERIM REEXAMINATIONS [24 CFR 982.516]

12.7 OVERVIEW

Family circumstances may change throughout the period between annual reexaminations. HUD and HA policies dictate what kind of information about changes in family circumstances must be reported, and under what circumstances the HA must process interim reexaminations to reflect those changes. HUD regulations also permit the HA to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted.

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition changes. The HA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and HA policies describing the changes families are required to report, what changes families may choose to report, and how the HA will process both HA- and family-initiated interim reexaminations.

12.8 CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

HUD requires the HA adopt policies prescribing when and under what conditions the family must report changes in family composition; and when the HA will conduct an interim reexamination.

The HA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations. Reporting requirements are described in the following sections.

12.8.1 New Family Members Not Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require HA approval. However, the family is required to promptly notify the HA of the addition [24 CFR 982.551(h)(2)]. The family must inform the HA of the birth, adoption or court-awarded custody of a child within 10 business days.

12.8.2 New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request HA approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)].

When any new family member is added, the HA will conduct an interim reexamination to determine any new income or deductions associated with the additional family member, and to make appropriate adjustments in the family share of the rent and the HAP payment [24 CFR 982.516(e)].

All changes in family composition must be reported within 10 business days of the occurrence and approved by the HA prior to the individual moving in the unit.

The HA will not approve the addition of a new family unless that person is a parent, child, grandparent, grandchild, sister or brother of any family member and the individual meets all eligibility requirements for admission; (see Chapter 4). The HA will also not approve the addition of a new household member unless the individual meets all eligibility requirements for admission as described in Chapter 4.

If the HA determines an individual meets the HA's eligibility criteria as defined in Chapter 4, and if the owner provides written permission to add the new family member to the lease, the HA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the

approval letter will explain that the family will be issued another voucher and will be required to move.

If the HA determines that an individual does not meet the HA's eligibility criteria as defined in Chapter 4, the HA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

In considering whether to approval additional family members the HA will consider current available funding if the change in family size would require the issuance of a larger voucher.

12.8.3 Departure of a Family or Household Member

Families must promptly notify the HA if any family member no longer lives in the unit [24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], the HA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

If a household member ceases to reside in the unit, the family must inform the HA within 10 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform the HA within 10 business days.

Failure to report to the HA within 10 business days the departure of a family or household member is a violation of the family's obligations under the HCV program and may be ground for termination of assistance. For actions the HA will take when non-reporting issues occur, see Section 23.4, *Investigating Errors and Program Abuse*.

12.9 CHANGES AFFECTING INCOME OR EXPENSES

The family is required to report all changes of income to the HA. The two sections below will outline when the HA will conduct an interim reexaminations based on the reported changes.

12.9.1 Required Reporting

The HA requires that the family report all changes in income to the HA within 30 calendar days of the change, though a rent adjustment will be deferred until the annual reexamination.

12.9.2 HA-Initiated Interim Reexaminations

When the family reports zero income, the HA will conduct an interim reexaminations. The HA will also schedule a follow up interim reexamination (or annual if within 120 days of the annual reexamination) every three months as long as the family continues to report that they have no income.

The HA will not conduct an interim reexamination for increases in the family income, unless the family requests the HA to do so. Normally, increase of income result in an adjustment of the family's share of rent at the annual reexamination.

12.9.3 Family-Initiated Interim Reexaminations

HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)].

12.9.4 Optional Reporting

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)]. The HA must process the request if the family reports a change that will result in a reduced family income.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

If a family reports a change that it was not required to report (e.g., an increase in an expense which would result in reducing the family's annual adjusted income; see Chapter 6 for a list of allowable expenses) and the change would result in a decrease in the family share of rent, the HA will conduct an interim reexamination. See Section 12.10 for effective dates.

Families may report changes in income or expenses at any time.

12.10 PROCESSING THE INTERIM REEXAMINATION

12.10.1 Method of Reporting

The family may notify the HA of changes either orally or in writing. If the family provides oral notice, the HA may also require the family to submit the changes in writing.

Generally, the family will not be required to attend an interview for an interim reexamination.

However, if the HA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, the HA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from the HA. This time frame may be extended for good cause with HA approval. The HA will accept required documentation by mail, by fax, or in person.

12.10.2 Effective Dates

The HA must establish the time frames in which any changes that result from an interim reexamination will take effect [24 CFR 982.516(d)]. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the family share of the rent, and whether the family reported any required information within the required time frames [HCV GB, p. 12-10].

If the family share of the rent is to *increase*:

- The increase generally will be effective on the first of the month following 30 days' notice to the family.

If the family share of the rent is to *decrease*:

- The decrease will be effective on the first day of the month following the date of the reported change.

If an interim is within 120 days of the reexamination anniversary date, the HA will do a full reexamination and change the anniversary date to match the new effective date plus one year.

PART III: OUTCOMES FROM RECERTIFICATIONS: RENT CHANGE NOTICES AND HANDLING DISCREPANCIES

12.11 NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT

The HA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice must include the following information:

- The amount and effective date of the new HAP payment
- The amount and effective date of the new family share of the rent

The family must be given an opportunity for an informal hearing regarding the HA's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 19).

The notice also will state the procedures for requesting an informal hearing.

12.12 DISCREPANCIES

During an annual or interim reexamination, the HA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in Chapter 18.

CHAPTER 13
MOVES WITH CONTINUED ASSISTANCE AND PORTABILITY
[24 CFR 982.314; 982.353 (b); 982.355]

13.1 INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under Portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations or restrictions on moves. This chapter is separated into three sections which will explain the procedures for moves, both within and outside of, the HA's jurisdiction, and the policies for restriction and limitations on moves.

Section One: Policies Relating to Transfers Within the HA's Jurisdiction
This section will explain the policies that the HA must follow when a family is requesting to transfer their assistance from one unit to another within the jurisdiction, and any restrictions that apply.

Section Two: Portability
This section will explain the policies that the HA must follow when a family is requesting to move outside of the jurisdiction which is referred to as Portability.

Section Three: Restrictions on Portability
This section covers the policies regarding restrictions which apply when a family requests to move outside the HA's jurisdiction.

SECTION ONE: POLICIES RELATING TO TRANSFERS WITHIN THE HA'S JURISDICTION

This section pertains to any request which does not involve portability. For information about portability see Sections Two and Three of this chapter.

13.2 ALLOWABLE MOVES

A family may move to a new unit under the following conditions; however, for restrictions within the first year of the HAP contract, see Section 13.3.1:

1. The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach.

2. The lease was terminated by mutual agreement of the owner and the family.

3. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

4. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner) for owner breach or otherwise.

5. The family has given proper notice of lease termination, and the move is needed to protect a victim who is covered under the Violence Against Women Act of 2005, subject to the victim providing the necessary documentation required of victims of this Act, as described in the Verification chapter of this Plan."

13.3 RESTRICTIONS ON MOVES

[24 CFR 982.314, 982.552; 982.54 (d) (19)]

The HA will deny permission to move if:

- The family has violated a Family Obligation.
- The family owes the HA money.

A family requesting to move must:

- have a current recertification and
- a current inspection (provided there is no breach of HQS by the family, which has not been corrected

13.3.1 Within the First Year of the HAP Contract

Families will not be permitted to move until they have been under contract at least a year according to the effective date of their HAP contract.

The supervisor may make exceptions to these restrictions if there is proper supporting documentation from the client. The following are examples of when a mutual agreement would be accepted before the end of the first year:

1. To protect the health and or safety of a family member (e.g. domestic violence, witness protection programs, emergency fail HQS items);
2. To address an emergency situation over which the family or owner has no control (e.g. owner is going through foreclosure);
3. To allow a move, if needed as a reasonable accommodation, for a family who is a person with disabilities; and
4. To accommodate a change in family circumstances which requires a move to a distant area (e.g. new employment or school attendance in a distant city)

The HA will deny permission to move if there is insufficient funding for continued assistance.

13.4 PROCEDURE FOR MOVES

[24 CFR 982.314]

13.4.1 Issuance of Voucher

The HA will issue the voucher when the recertification is current.

13.4.2 Rescinding of Vacate Notice

If the family does not locate a new unit, they may remain in the current unit so long as the owner and family submit a rescinding letter.

13.4.3 Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the HA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HA simultaneously.

13.4.4 Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves. The landlord is allowed to retain the Housing Assistance Payment (HAP) for the month in which the HAP contract was terminated.

SECTION TWO: PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of (Outgoing Portability) or into (Incoming Portability) a HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction. The unit may be located anywhere in the USA in the jurisdiction of a HA with a tenant-based assistance program.

13.5 OUTGOING PORTABILITY
[24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a voucher-holder or participant family has the right to receive tenant-based voucher assistance to lease a unit outside HA's jurisdiction, anywhere in the United States, in the jurisdiction of a Public Housing Authority (HA) with a tenant-based program.

When a family requests to move to an area outside of the HA's jurisdiction , they are exercising their right to outgoing portability. In this instance the HA acts as the Initial HA and the following information is a list of the responsibilities the HA is responsible for.

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of the HA at the time of its application, the family will not have any right to portability, until after the family has leased up for a year within the jurisdiction of the Initial HA. Refer to Section 13.7 for more information.

13.5.1 Responsibility of the Family

The family must consider and verify whether they are eligible before taking any action to move.

- Provide a valid vacate notice to the HA and the owner
- Provide the HA the specific information of the Receiving HA
- Supply the name, address, phone number and portability contact name for the housing authority which has jurisdiction in the area where they want to move
- If there is more than one HA in the area in which the family has selected a unit, the family will choose the receiving HA
- Be in compliance with all of their family obligations
- The family will be required to meet with the HA portability specialist to complete the portability request

13.5.2 Responsibility of the Initial HA

- The HA will brief the family on the process that must take place to exercise portability.
- The HA will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
- The HA will advise the family how to contact and request assistance from the Receiving Housing Authority.
- The HA will, within ten (10) business days, notify the Receiving Housing Authority to expect the family.
- The HA will immediately send to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- Advise the family how to contact and request assistance from the Receiving HA.
- Advise the family that they must promptly contact the Receiving HA and comply with Receiving HA's procedures for incoming portable families.
- Promptly notify the Receiving HA to expect the family.
- If the family has not yet been admitted to the program, determine whether a family is income eligible in the area where the family wants to lease a unit.
- Pay the Receiving HA 80% of the Initial HA's ongoing administrative fee.
- Reimburse the Receiving HA for the HAP payment made in behalf of the family.
- Make payment to the Receiving HA per the Portability Billing Form.

13.5.3 Responsibility for Sending Documents

The Initial HA must also send to the Receiving HA the following documents:

- The current HUD-50058
- Copies of the income verification for the current HUD-50058
- Copies of the citizen/eligible immigrant verification
- A copy of the family's voucher
- The Portability Form, HUD-52665, with Part I completed
- Family Self-Sufficiency information if the family is participating in FSS

13.6 INCOMING PORTABILITY

[24 CFR 982.355]

When a family exercises their rights under portability to move into a new jurisdiction, the new HA is called the Receiving HA. Below is a list of the responsibilities of the Receiving HA in terms of assisting the family.

13.6.1 Responsibilities of the Receiving HA

[24 CFR 982.355]

These are the responsibilities of the Receiving HA:

- The Receiving HA does not re-determine eligibility for a portable family that was already receiving assistance in the Initial HA tenant-based program.
- Must provide assistance when a family has a right to lease up under portability.
- The Receiving HA's selection preferences do not apply.
- The Receiving HA's waiting list is not used.
- The Receiving HA may opt to screen using the Receiving HA's screening criteria only if the family is not a current participant.
- Must promptly notify the Initial HA whether it will bill the Initial HA for assistance or absorb the family.
- The Receiving HA must issue a voucher to the family.
- The voucher cannot expire before any expiration date of any Initial HA voucher. The Receiving HA decides whether to extend or suspend.
- Promptly inform the Initial HA if absorbing.
- Determine the family unit size based on the subsidy standards of the Receiving HA.
- Promptly notify the Initial HA if the family fails to submit a request for tenancy approval within the term of the voucher.
- Promptly notify the Initial HA if the family has leased an eligible unit under the program.

The family must submit a request for approval of tenancy to the Receiving HA during the term of the Receiving HA voucher.

To provide tenant-based assistance for portable families, the Receiving HA must perform all HA program functions such as reexaminations of family income and composition.

At any time the Initial HA or the Receiving HA may make a determination to deny or terminate assistance to the family in accordance with program regulations.
The Receiving HA may deny or terminate assistance for action or inaction of the family.

13.6.2 When the Receiving HA Chooses to Bill the Initial HA

If a HAP contact is executed, the Receiving HA must bill the Initial HA within six months from the date the Initial HA issued the voucher, sending the Initial HA the following documents:

- The Portability Form, HUD-52665, with the applicable sections of Part IIB completed.
- A current HUD-50058 if item 3 or 4 are completed on Part II-B of the Portability Billing Form.
- Supply the name of HA staff designated for inquiries on eligibility and billing.
- The Administrative Fee schedule for billing purposes.
- The Receiving HA tax ID number.

13.6.3 Absorption

The HA will absorb all port-in families into its own voucher program provided that there is funding available. After absorption, the family is assisted with funds available under the HA's voucher program.

13.6.4 Income and TTP of Incoming Portables

As Receiving HA, the HA will conduct a recertification interview but only re-verify the information provided if the documents are missing or are over 120 calendar days old, or if there has been a change in the family's circumstances. If the family's income exceeds the income limit of the HA, the family will not be denied assistance unless the family is an applicant and over the Very-Low Income Limit. If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the HA's jurisdiction, the HA will refuse to enter into a contract on behalf of the family at $0 assistance.

13.6.5 Requests for Tenancy Approval

A briefing will be mandatory for all portability families.

When the Family submits a Request for Tenancy Approval, it will be processed using the Receiving HA's policies. If the Family does not submit a Request for Tenancy Approval or does not execute a lease, the Initial HA will be notified within 60 calendar days by the Receiving HA. If the Family leases up successfully, the Receiving HA will notify the Initial HA within **60 calendar days,** and the billing process will commence. If the Receiving HA denies assistance to the family, the HA will notify the Initial HA within 60 calendar days and the family will be offered a review or hearing. The Receiving HA will notify the Family of its responsibility to contact the Initial HA if the family wishes to move outside the HA's jurisdiction under continued portability.

13.6.6 Payment to the Receiving HA

When billed, the Initial HA will reimburse the Receiving HA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contracts effective prior to 10/2/95, and 80% of the Administrative Fee (at the Initial HA's rate).

SECTION THREE: RESTRICTIONS ON PORTABILITY

[24 CFR 982.314, 982.552; 982.54 (d) (19)]

With regard to a request to move with continued assistance, participant families will not be permitted to move until they have been under contract at least a year according to the effective date of their HAP contract. Families will not be permitted to move outside the HA's jurisdiction under portability procedures during the initial year of assisted occupancy without supervisor approval. An example of such an exception would be where the family obtains new employment outside the HA jurisdiction which was secured after issuance of the voucher.

The supervisor may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control. The HA will deny permission to move if there is insufficient funding for continued assistance.

13.7 RESTRICTIONS ON PORTABILITY

The HA will deny permission to move for the same reasons listed in Section 13.3.1 of this chapter, plus the following reason:

> A program participant who wishes to take their voucher and move to a higher cost area will be allowed to do so, regardless of whether or not the Receiving HA will absorb the family; unless the Receiving HA will not absorb the family into their voucher program, and the Initial HA would have insufficient funding to serve that currently-assisted family for the remainder of the calendar year.

13.7.1 When a Non-Resident Applicant Requests to Move

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the city and county of Fresno at the time the family first submits its application for participation in the program to the HA may lease a unit anywhere in the jurisdiction of the HA or outside the HA jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

A *non-resident* applicant, however, does not have that right. A non-resident applicant [as described in 24 CFR 982.353(c)] is one where neither the head of household nor the spouse had a legal residence in the jurisdiction of the Initial HA at the time when the family first submitted an application for participation in the program to the Initial HA. Such an applicant who was living in another jurisdiction at the time he or she made an application in Fresno County for assistance, will not be permitted to take the voucher and lease up in another city. The applicant may only lease up within the jurisdiction of the Fresno Housing Authority and is not permitted to move outside HA's jurisdiction during the initial lease term.

13.7.2 Exceptions to the Non-Resident Restriction

The HA will consider granting an exception to the above restriction pertaining to non-resident voucher holders for the following reasons:

- To protect the health or safety of a family member;
- To accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area);
- To address an emergency situation over which a family has no control;
- For purposes of reasonable accommodation of a family member who is a person with disabilities.

CHAPTER 14
CONTRACT TERMINATIONS

14.1 INTRODUCTION

This chapter identifies the key documents/contracts that set forth the responsibilities of each party involved in the rental assistance relationship and outlines the policies and procedures under which these contracts can be terminated.

14.2 DESCRIPTION OF DOCUMENTS

There are three parties involved in the rental relationship: the assisted family, the owner and the Housing Authority.

The rights and responsibilities of the assisted family are defined in the voucher and the Statement of Family Obligations. A copy of the voucher is provided to the family at admission and each time a new voucher is issued. The family signs the Statement of Family Obligations annually.

The relationship between the family and the owner is outlined in the rental lease. Generally, the term of the lease is for one year and then turns into a month-to-month tenancy. Although the Housing Authority is not a part of the lease, HUD regulations allow public housing agencies to act against the family for serious or repeated violations of the lease.

The terms of the relationship between the owner and the Housing Authority are outlined in the Housing Assistance Payment (HAP) contract. The term of the HAP contract is the same as the term of the lease.

14.3 TERMINATION OF THE LEASE BY THE FAMILY: MOVES

[24 CFR 982.309(c)]

For continued tenant assistance, the family cannot terminate the lease until after the initial term of the lease except for material breach of the lease by the owner. The lease determines the notice period for termination to the owner. Most leases require, at minimum, a 30-day notification.

14.4 TERMINATION OF THE LEASE BY THE OWNER

An owner or manager may bifurcate (separate) a lease in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance, or otherwise penalizing the victim of such violence which is also a tenant or lawful occupant.

14.4.1 Terminating the Lease During the Initial Term of the Lease

[24 CFR 982.310(a)]

During the term of the lease, the owner may not terminate the tenancy except for good cause, which includes serious or repeated violations of the lease and/or violations of federal, state or local law that imposes obligations on the family in connection with the use of the unit.

Under such conditions, the owner must provide both the family and the Housing Authority with a copy of any notice to move or eviction action. An eviction action is defined as a notice to vacate, or a complaint, or other initial pleading used under state and local law to commence an eviction action. Any eviction notice served to a family must specify the grounds for termination of the tenancy.

An owner may commence termination of a tenancy for good cause by serving a legal notice of termination on the family for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease [24 CFR 982.310 (a)(1)];

2. Violation of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises [24 CFR 982.310(a)(2)]

3. Other good cause, [24 CFR 982.301(a)(3)] including:

   - Criminal activity by the tenant, any member of the household, a guest, or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises [24 CFR 982.310(d)]
   - Any drug-related criminal activity on or near the premises; or
   - Tenant disturbance of neighbors, destruction of property, or behavior resulting in the damage of the premises.

14.4.2 Terminating the Lease After the Initial Term of the Lease

After the initial term of the lease, the owner may terminate the lease for other good cause. Examples of other good cause include:

- Business or economic reason for regaining possession of the unit
- Owner's desire to repossess the unit for personal or family use or for a purpose other than residential property;

When terminating the lease for business or economic reasons, the owner is required to provide a 90-day notice to both the family and the Housing Authority.

14.5 MUTUAL TERMINATION OF THE LEASE

In cases where the owner and the family agree to terminate the lease, both parties have an obligation to notify the Housing Authority in writing at least 30 calendar days in advance of the vacate date in order that the Housing Authority may avoid overpayment to the owner. If the family has properly notified the Housing Authority and is in good standing, they will be scheduled for a transfer appointment where they will receive a voucher and all the necessary documents to search for a new unit.

14.6 TERMINATION OF THE HAP CONTRACT BY HOUSING AUTHORITY

[24 CFR 982.453-982.454]

The Housing Authority will terminate the HAP contract as follows:

1. When the Housing Authority terminates program assistance for the family.
2. When the owner has breached the HAP contract.
3. If the family is required to move from a unit which is overcrowded based on the Housing Authority's current subsidy standards [24 CFR 982.403(a)]
4. If funding is no longer available under the ACC [24 CFR 982.454].
5. If the lease is terminated by the owner or tenant.
6. If the family moves from the contract unit, the HAP contract terminates automatically.
7. The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
8. Upon receipt of a notice of foreclosure on the contract unit due to owner failure to comply with mortgage agreement.

Any of the following actions will be considered a breach of the HAP contract by the owner:

- The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit according to the Housing Quality Standards (HQS), including any standards the Housing Authority has adopted in this policy [24 CFR 982.453(a)(1)].
- The owner has violated any obligation under any other HAP contract under section 8 of the 1937 Act (42 U.S.C. 1437f) [24 CFR 982.453(a) (2)].
- The owner has committed fraud, bribery or any other corrupt criminal act in connection with any federal housing program [24 CFR 982.453(a) (3)].
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for the projects with mortgages insured by HUD or loans made by HUD [24 CFR 982.453(a) (4)].
- The owner has engaged in drug-related criminal activity [24 CFR 982.453(a) (5)].
- The owner has committed any violent criminal activity [24 CFR 982.453(a) (6)].

14.7 HAP PAYMENTS AND CONTRACT TERMINATIONS
[24 CFR 982.311]

When a HAP contract terminates, the Housing Authority will make payments in accordance with the HAP contract. The Housing Choice Department (HCD) will:

- Allow the landlord to retain the HAP for the month in which the termination or vacate occurred.
- Not provide any additional payments beyond the month of termination or vacancy.
- This does not apply if the unit is in abatement due to the landlord non-compliance.

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the total amount of rent due to the owner.

14.8 TERMINATIONS DUE TO RESTRICTIONS ON ASSISTANCE TO NONCITIZENS
[24 CFR 5.514]

A tenant's assistance will be terminated upon the following events if evidence of citizenship (i.e. the declaration) and eligible immigration status is not submitted:

- At initial occupancy, or
- For new occupants of assisted units (i.e. A new family member comes to live in the assisted unit), at first interim or regular reexamination following the person's occupancy.
- Evidence of citizenship and eligible immigration status is timely submitted, but INS primary and secondary verification does not verify eligible immigration status of a family member; and the family does not pursue INS appeal or information hearing rights as provided in this section; or
- INS appeal and information hearing rights are pursued; but the final appeal or hearing decisions are decided against the family member; or
- The responsible entity determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the assisted housing unit of the family member. Such termination shall be for a period of not less than 24 months. This provision does not apply to a family if the ineligibility of the ineligible individual was considered in calculating any pro-ration of assistance provided for the family.

CHAPTER 15
TERMINATION OF ASSISTANCE
24 CFR 982.551 - 553

15.1 INTRODUCTION

The HA may terminate assistance for a family because of the family's action or failure to act. The HA will provide families with 1) written description of the Family Obligations under the program, 2) the grounds under which the HA can terminate assistance, and 3) the HA's informal hearing procedures. This chapter covers termination of assistance under HUD regulations and HA policies; how circumstances are factored into the HA's decision to terminate assistance; how a non-citizenship determination is reached; and how missed appointments and deadlines can result in the HA decision to terminate assistance.

General Definitions

Criminal-related activities committed by a family member are fraud, bribery or other corrupt or criminal act in a federal housing program [24 CFR 982.552 (c) (1) (iv)].

Drug-related criminal activity (as defined in law) is the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity means any criminal activity in the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury against HA personnel or property.

15.2 TERMINATION OF FAMILY ASSISTANCE

Form of Termination of Assistance (Participants) [24 CFR 982.552(a)] **–** Due to a household's action or failure to act, the HA may terminate assistance to participants by:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

15.3 MANDATORY TERMINATION

The HA **must** terminate assistance for the following reasons:

1. ***Methamphetamine*** – if any member of the household has ever been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing [24 CFR 982.553 (b)(1) (ii)].
2. ***Alcohol Abuse*** – if the HA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents [24 CFR 982.553 (b) (3)].

3. ***Serious violation of the lease*** - if the family is evicted from housing assisted under the program for serious violation of the lease. [24 CFR 982.552 (b) (2)]

4. ***Current illegal drug use for any household member***s: if any household member is currently engaged in any illegal use of a drug [24 CFR 982.553 (b) (i) (A)].

5. ***A pattern of illegal use of a drug*** – if the HA determines that a pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents [24 CFR 982.553 (b) (i) (B)].

6. ***Criminal Activity (Violent Criminal Activity)*** - Any household member has violated the family's obligation under 982.551 not to engage in violent criminal activity [24 CFR 982.553 (b) (2)].

7. ***Criminal Activity (Drug-Related)*** - Any household member has violated the family's obligation under 982.551 not to engage in drug-related criminal activity [24 CFR 982.553 (b) (1)(iii)].

8. **Lifetime Registration:** If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program [24 CFR 982.553 (a) (2)]. The termination applies to sex offenders only.

9. **Consent Forms:** The HA will terminate program assistance if any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information [24 CFR 982.552 (b) (3)].

10. **Citizenship Status:** The HA will terminate program assistance if no member of the family is a U.S. citizen or eligible immigrant (See Chapter 14, Section 14.8) [24 CFR 982.552 (b) (4)].

11. **Students in Higher Education:** If a student, applying for or participating in the HCV program separately from his parents, is a student enrolled at an institution of higher education AND is under the age of 24, not a veteran, unmarried, and does not have any dependent children, the student will be denied (if an applicant) or terminated (if a current HCV participant) and his income separately or his parent's joint income do not meet the income requirements for admission to the HCV program [24 CFR 982.552 (b) (5)].

12. **End of Participation:** If the family is under contract and 180 days (six months) have elapsed since the HA's last housing assistance payment was made, the family will be terminated.

"Currently engaged in" is defined as any use of illegal drugs during the previous twelve months.

"Pattern of abuse" is defined as the use of a controlled substance or alcohol if there is more than one incident during the previous 12 months. "Incident" includes but is not limited to arrests, convictions, no contest pleas, fines, and city ordinance violations.

Zero Assistance Tenants
The family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance *will be terminated*. If, within the 180 day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment [24 CFR 982.455 (a)].

15.4 GROUNDS FOR TERMINATION OF ASSISTANCE

The HA **may** at any time terminate program assistance for a participant, for any of the following violation:

Family Obligations: The family violates any family obligation under the program as listed in 24 CFR 982.551 [24 CFR 982.552 (c) (1) (i)] see §982.553 concerning termination of assistance for crime by family members.

Balance Owing by Family:

- The family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act [24 CFR 982.552 (c) (1) (v)].
- The family breaches an agreement with the HA to pay amounts owed to HA, or amounts paid to an owner by the HA [24 CFR 982.552 (c) (1) (vii].

Family Self-Sufficiency (FSS) Non-compliance: If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation [24 CFR 982.552 (c) (1) (viii)].

Actual or Threatened Abusive or Violent Behavior toward HA Personnel: If the family has engaged in or threatened abusive or violent behavior toward HA personnel [24 CFR 982.552 (c) (1) (ix)].

Evicted from Federally Assisted Housing: If any member of the family has ever been evicted from federally assisted housing in the last five years [24 CFR 982.552 (c) (1) (ii)].

Fraud, Bribery, or Other Corrupt or Criminal Act within a Federal Housing Program: If any family member has committed such acts in connection with a Federal housing program [24 CFR 982.552 (c) (1) (iv).

Misrepresentation of income or other eligibility factors to an agency other than the HA, for example welfare fraud, is grounds for denial of assistance.

"Abusive or violent behavior toward HA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial

epithets, or other language (written or oral) that is customarily used to insult or intimidate, may be cause for termination of assistance.

"Threatened" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination of assistance.

15.5 VIOLENCE AGAINST WOMEN ACT (VAWA)

Under the Violence Against Women Act 2005 (VAWA) statues, the abuser's criminal activity directly related to abuse and beyond control of the victim **shall not be** grounds for termination. The legislation clarifies that the HA may terminate a VAWA victim if the individual is an actual and imminent threat to other tenants or the community. Also if the victim is evicted for unrelated criminal activity, this may be grounds for termination of the HCV assistance, provided the HA does not hold the victim to a more demanding standard than other program participants.

When a participant family is facing assistance termination because of the actions of a participant, household member, guest, or other person under the participant's control and a participant or other household member claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the HA will require the individual to provide a signed statement certifying that claim.

The required certification must be submitted to the HA within 14 business days after the HA request is received by the victim. If the individual does not submit the required certification within the required 14-business-day period, the HA will proceed with termination of the family's assistance.

15.6 CONSIDERATION OF CIRCUMSTANCES

HUD authorizes the HA to consider all relevant circumstances when deciding whether to termination assistance based on a family's past history except in the situations for which termination of assistance is mandated (see Section 15.3).

In deciding whether to terminate assistance because of action or failure to act by members of the family; the HA has [24 CFR 982.552 (c) (2)]:

1. Discretion to consider all relevant circumstances in each case, including the seriousness of the case. The HA will use its discretion in reviewing, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the length of time since the violation occurred. The HA may also review the family's more recent history and record of compliance, and the effects of termination of assistance on other family members who were not involved in the action or failure to act [24 CFR 982.552 (c) (2) (i)].

2. The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other members of a family to continue in the program [24 CFR 982.552 (c) (2) (ii)]. If the violating member is a *minor*, the HA may consider individual circumstances with the

advice of Juvenile Court officials. The HA will also consider whether the culpable member is a victim of domestic violence, dating violence, or stalking.

3. In determining whether to terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the HA [24 CFR 982.552 (c) (2) (iii)]:

    - Will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or
    - Has otherwise been rehabilitated successfully (42 U.S.C. 13661).
    - May require the family to submit evidence of the household member's current participation, or successful completion of a supervised drug or alcohol rehabilitation program.

4. *Reasonable Accommodation:* If termination is based upon behavior resulting from a disability, the HA will delay the termination in order to determine if there is an accommodation which would negate the behavior resulting from the disability in accordance with part 8 of this title.

5. The HA will also consider whether the family disclosed the information to the HA under penalty of perjury when completing the certification packet.

If the HA seeks to terminate assistance because of illegal use or possession for personal use of a controlled substance, such use or possession must have occurred within *one year* before the date that the HA provides notice to the family of the HA determination to terminate assistance.

If the family is intentionally willingly and knowingly *commits fraud* or is involved in any other illegal scheme with the owner, the HA will terminate assistance. *In making this determination*, the HA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

15.6.1 Required Evidence

The HA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

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

1. *Preponderance of evidence* will not be determined by the number of witnesses, but by the greater weight of all evidence.

2. *Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered

credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

3. The HA will pursue fact-finding efforts as needed to obtain credible evidence.

15.6.2 Notice of Termination of Assistance

In any case where the HA decides to terminate assistance to the family, the HA must give the family written notice which states:

1. The reason(s) for the proposed termination,

2. The effective date of the proposed termination,

3. The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

4. The date by which a request for an informal hearing must be received by the HA.

5. The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

15.6.3 Termination of Assistance Based on Criminal Records

[24 5.903 (f)]

In all cases where criminal record or sex offender registration information would result in termination of assistance, the HA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information and an opportunity to dispute the accuracy and relevance of the information before a termination action is taken.

The family will be given 10 business days from the date of the HA notice, to dispute the accuracy and relevance of the information. IF the family does not contact the HA to dispute the information within that 10 business day period, the HA will proceed with the termination action.

15.6.4 Confidentiality of Criminal Records

Consistent with the limitations on disclosure of records, the HA has established and implemented a system of records management that ensures that any criminal record received by the HA from a law enforcement agency is:

a. Maintained confidentially;
b. Not misused or improperly disseminated; and
c. Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the HA action without institution of a challenge or final disposition of any such litigation.

All eviction and criminal background history is retained by the contracted provider. The HA will not print search results unless there is a need to due to an applicant's request for an Informal Review or as needed for review.

The results of the HA's background check will be maintained in a secure and confidential database. A copy of the Consent for Release of Information along with the approval/denial status will be kept in a confidential filing system separate from the applicant file. The confidential file will be maintained for three years from the date of Decision.

15.7 PROCEDURES FOR NON-CITIZENS

- *Termination due to Ineligible Immigrant Status*: Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The HA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

  Assistance *may not* be terminated while verification of the participant family's eligible immigration status is pending.

- *False or Incomplete Information:* When the HA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

  If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable.

  The HA will terminate assistance based on the submission of false information or misrepresentations.

- *Procedure for Termination:* If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HA either after the INS appeal or in lieu of the INS appeal.

After the HA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) [24 CFR 5.514, 5.516, 5.518].

15.8 MISSED APPOINTMENTS AND DEADLINES

[24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, certification and not miss appointments as needed for the HA to fulfill its responsibilities. A Notice of Termination of Assistance will be sent to families who are in non-compliance for:

1. Verification Procedures

2. Housing Quality Standards and Inspections

3. Re-certifications

4. Appeals

Acceptable reasons for missing appointments or *failing to provide information* by deadlines are accepted for extenuating circumstances such as medical, family emergency or other reasons that may need to be approved by a supervisor or manager.

15.8.1 Procedure when Appointments are Missed or Information Not Provided

1. The family will be given an opportunity to comply before being issued a Notice Termination of Assistance for breach of a family obligation.

2. The Notice of Termination may be rescinded for the following reasons:

   - If the family offers to correct the breached item(s) or cause within the time allowed to request a hearing and
   - If the family offers to cure and the family does not have a history of non-compliance, the notice will be rescinded

See Chapter 12, “Failure to Respond to Notification to Recertify” and Chapter 10 “Annual HQS Inspections” for more information on HA policy when appointments are missed.

15.9 INFORMAL HEARINGS

[24 CFR 982.555]

This information is covered in Chapter 19, Section 19.4.

CHAPTER 16
FAMILY SELF-SUFFICIENCY (FSS) PROGRAM
(24 CFR 984.101 – 401)

16.1 INTRODUCTION

The FSS program encourages families to attain economic independence and self-sufficiency. Families receiving Housing Choice Voucher (HCV) rental assistance and participating in FSS are provided one-on-one case management services to identify career/education goals, build assets, increase earnings, and/or achieve homeownership. The objective of the FSS program is to assist low-income families in reducing/eliminating dependency on government assistance programs.

16.2 FAMILY ELIGIBILITY
[24 CFR 984.103]

Participation in the FSS program is on a voluntary basis for families receiving housing assistance through the HCV program administered by the HA.

16.3 PROGRAM COORDINATING COMMITTEE (PCC)
[24 CFR 984.202]

The HA collaborates with a program coordinating committee (PCC) consisting of representatives from the public and private sector. The PCC is responsible to assist the HA in developing the FSS Action Plan. Other responsibilities include partnering with community organizations to provide supportive services and community resources to assist FSS families in overcoming barriers to self-sufficiency. These include, but are not limited to:

- Childcare
- Education
- Transportation
- Counseling
- Employment readiness
- Vocational training
- Homeownership education

16.4 FSS FAMILY SELECTION PROCESS
[24 CFR 984.203]

The HA will open the FSS interest list as needed in order to maintain the minimum program size. When the interest list is open, families may use any of the following options to be placed on the interest list:

- Call the HA's Information Service Center
- Call the FSS Office Assistant
- Submit an FSS Application in person or by mail

Families are contacted according to the date and time the family expressed an interest. Eligible families are mailed an invitation to attend a one-on-one FSS orientation with an FSS Coordinator. At the orientation the family is given a general overview of the program and details on the roles and responsibilities of FSS participants, as well as the role of the HA. A description of supportive services, escrow accounts, program policies, expectations, and requirements for successful completion of the program is provided. Families sign a Contract of Participation, Individual Training and Services Plan (ITSP) and complete the family profile. A needs assessment is conducted to develop the ITSP for achieving self-sufficiency.

Families who decide at the orientation not to participate in FSS will be removed from the FSS interest list.

16.5 DENIAL OF FSS PARTICIPATION

[24 CFR 984.303]

The HA may deny participation to families who:

- Owe money to the HA or any other Public Housing Authority (PHA)
- Failed to comply with the HCV program at any PHA
- Failed to comply with the FSS program at any PHA
- Have successfully graduated from the FSS program with any PHA and received a full escrow payout.

16.6 CONTRACT OF PARTICIPATION

[24 CFR 984.303]

The designated Head-of-Household (HOH) must sign a Contract of Participation, which describes the rights and responsibilities of the FSS family and the HA. The effective date of the contract is the first month following the date of enrollment. The term limit is five (5) years.

16.6.1 Essential Components

The following information must be entered into the contract for it to be valid:

- Contract start and end date
- Annual income
- Earned income
- Family rent portion (TTP or 30 percent of Monthly Adjusted Income for vouchers)
- Participant's signature and date
- HA Representative signature and date

16.6.2 Contract Extensions

Contracts may be extended an additional two (2) years with the approval of the HA. A written request must include "good cause," e.g., an FSS family is unable to complete the ITSP goals due to circumstances beyond the family's control. Other examples of "good cause" include but are not limited to:

- Serious illness
- Involuntary loss of employment
- Death in the family
- Separation/divorce
- Physical/mental impairment, external economic factors or other excruciating circumstances beyond the participants control which will require additional time to change and/or complete education/career goals

During an extension to the contract, the family continues to have FSS amounts credited to the escrow account in accordance with 24 CFR 984.304.

16.6.3 Termination of the Contract

[24 CFR 984.303(h)]

The contract of participation is automatically terminated if the family's Section 8 assistance is terminated in accordance with HUD requirements. The contract of participation may be terminated before the expiration of the contract term, and any extension granted by the HA. The contract may be terminated for terms and conditions listed below:

- Failure of the FSS family to meet the obligations under the Contract of Participation without good cause
- Failure to comply with the Contract requirements because the family has moved outside the jurisdiction of the HA
- Such other act as is deemed inconsistent with the purpose of the FSS program

The Contract of Participation may also terminate due to:

- Mutual consent of the parties
- The family's withdrawal from the FSS program

16.6.4 Completion of the Contract

The Contract of Participation is considered to be completed, and a family's participation in the FSS program is considered to be concluded when one of the following occurs:

- The FSS family has fulfilled all of its obligations under the contract and obtained suitable employment on or before the expiration of the contract term, including any extension thereof, or
- The thirty (30) percent of the FSS family's monthly adjusted income is equal to or exceeds the published Fair Market Rent (FMR) for the size of the unit for which the FSS family qualifies based on HA occupancy standards

16.6.5 INDIVIDUAL TRAINING AND SERVICES PLAN (ITSP)

[24 CFR 984.303]

The ITSP plan identifies the participants' job-related final goal, as well as interim goals. Timelines for completion are established for each goal. The final goal must demonstrate advancement in job education/employment training. FSS coordinators monitor the progress of each FSS family.

The ITSP shall include:

- The resources and services to be provided by the HA
- Targeted completion dates for each individual interim goal
- Referrals for career, education, and job-related activities
- Final goal to obtain suitable full-time employment
- An interim goal to be off welfare assistance for twelve (12) consecutive months prior to the completion/expiration of the Contract, including any extensions. [24 CFR 984.303(b)(2)]
- Participant's signature and date
- HA Representative signature and date

The participant may change the goals and services in the ITSP by submitting a written request for the change. The ITSP goals may be revised no more than three (3) times during the five-year contract period or any extension thereof.

16.6.6 Change in Head of Household

The FSS participant may designate a new HOH if the current HOH is unable to complete their obligations under the Contract of Participation. The request must be submitted to the HA in writing. The new HOH must sign and complete a new contract of participation and a new ITSP for goals and services. The start and end date of the new contract will remain the same as the original contract of participation.

16.6.7 Household with more than one ITSP

The FSS family may have more than one ITSP in a single household. Although, other adults are eligible to enter into their own individual ITSP, the Contract of Participation remains with the head of household and each adult family member with an ITSP must

complete the activities in the ITSP. The additional adults will not be eligible for an escrow pay out.

16.7 FSS ESCROW ACCOUNTS

[24 CFR 984.305]

As an incentive for families to join the FSS program and as a strategy to assist families in building assets, HUD regulations allow an escrow account to be established on behalf of eligible families. Eligibility for an escrow account is determined according to a HUD-defined formula using the family's earned income data [24 CFR 982.505].

As the family's earned income increases and the household rent increases, the HA calculates escrow eligibility according to the HUD formula to determine the amount of escrow credits. Escrow funds are held in the participant's name until the participant has met the requirements for final escrow disbursement.

Under the requirements for escrow disbursement, the FSS participant must have:

- Completed the goals in the ITSP
- Obtained suitable employment. The HA has determined suitable employment for the HOH as year round full-time sustainable employment **and** the gross annual income is equal to or exceeds the state minimum wage multiplied by nineteen hundred and fifty (1950) hours. Seasonal employment does not meet the HA standards for suitable employment unless the HOH is employed all year round with multiple seasonal jobs.
- Certified that all members of the household have not received welfare assistance for twelve (12) consecutive months prior to the expiration of the term of the contract, including any extension thereof.
- Achieved an annual anticipated income whereby thirty (30) percent of the family's monthly adjusted income is equal to or exceeds the published FMR for the size of unit which the FSS family qualifies based on the HA's occupancy standards.

The HA cannot restrict a family's use of FSS escrow account funds withdrawn by the family unless the funds are withdrawn to aid in the completion of an interim goal.

16.7.1 Interim Disbursement

[24 CFR 984.305(2)(ii)

The HA may disburse a portion of the funds from the family's escrow account during the Contract of Participation for completing an interim goal, if the funds are used for purposes consistent with the Contract of Participation, such as, but not limited to:

- School tuition
- Business start-up expenses
- A vehicle if public transportation is unavailable or inaccessible to the family
- Job training expenses
- Down payment for a home

16.7.2 Forfeiture of Escrow Account

[24 CFR 984.305(f)

The FSS escrow account may be forfeited if the family fails to comply with the FSS program, and any one of the following is true:

- The Contract of Participation is terminated, according to 24 CFR 984.303 (e),(h)
- The Contract of Participation is declared null and void
- The family has not met its responsibilities as stated in the Contract of Participation
- The HOH has failed to obtain suitable employment on or before the expiration of the contract term, including any extension thereof
- An intergenerational family, whose HOH becomes independent of welfare assistance, consists of another household family member (or other members) who continue to receive Temporary Assistance for Needy Families (TANF). However, if the family is receiving a TANF child-only grant, or TANF non-needy grant as stated in HUD Notice PIH 2007-20, forfeiture of the escrow account will not be considered.
- The head of the family dies and the remaining members of the family choose not to continue participating in the program, and the contract obligations have not been met.

In the HCV program, FSS account funds forfeited by the family are treated as program receipts for payment of program expenses under the HCV program budget. Escrow funds may be used by the HA for HUD-approved expenses; such expenses may include rental assistance payments.

16.7.3 Succession to FSS Account

[24 CFR 984.305(d)]

If the FSS HOH no longer resides with other family members in the assisted unit, the other remaining adult members of the FSS family have the right to designate another adult family member to receive the funds. The HA must be consulted and must approve this change. The request for change of HOH must be submitted in writing, and must include the following:

- The name of the new designated FSS HOH
- The signature of the new FSS HOH
- The effective date of the change

An addendum to the FSS Contract must include the effective date of change and must be signed by the new head of household and the HA representative.

16.8 GRIEVANCE

The FSS participant will be notified via mail of decisions affecting the family's participation in the FSS program. The notification will include the reasons for the decision and the HA policies and HUD regulations supporting it. If the participant disagrees with the decision, an appeal may be made within ten (10) business days of the notification (for any issues which are grieveable per 24 CFR 982.555(a)(1) and 984.303(i). The appeal must be submitted in writing to the HA for review. The family will be notified in writing of the due process, including the date set for an informal hearing.

16.9 PORTABILITY

[24 CFR 984.306]

Relocating FSS Family

After the first twelve (12) months of the FSS Contract of Participation, the FSS family may move outside the initial PHA jurisdiction under the portability procedures in accordance to CFR 982.353.

16.9.1 Port-In Families

The relocating FSS family may participate in HA's FSS program if there are slots available. The relocating family must submit a written request to the HA for continuous participation in the FSS program, prior to the expiration of the FSS Contract of Participation and/or expiration of the Housing Choice Voucher. The HA is not obligated to enroll the relocating family in the FSS program. If the family is accepted in the FSS program, the start and end date of the Contract of Participation will remain the same. The goals and services in the ITSP may be changed. Any escrow account will be transferred from the initial PHA.

16.9.2 Port-Out Families

The FSS family porting out of the HA may participate in the receiving PHA FSS program, if the receiving PHA has a FSS program. The receiving PHA is not obligated to enroll the family in the FSS program. If the receiving PHA enrolls the family in the FSS program, the escrow account will be transferred to the receiving PHA.

CHAPTER 17
SHELTER PLUS CARE

17.0 INTRODUCTION

The Housing Authority receives funding for Shelter Plus Care (SPC) program tenant based rental assistance to serve the disabled and homeless including the chronically homeless population. The HA enters into Memorandum of Understanding with supportive services agencies to qualify for and/or administer these funds. **The SPC program policies and procedures are the same as that of the Housing Choice Voucher program except as otherwise noted. If there is a conflict between program regulations and the Admin Plan, the program regulations have precedence.**

The HA provides SPC assistance under the Tenant-based Rental Assistance (TRA) of 24 CFR 582. The SPC **is not a Section 8/Housing Choice Voucher program.** The SPC program is authorized by Title IV; Subtitle F, of the Steward B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 1403-11407b) which is designed to link rental assistance to supportive services for homeless individuals with disabilities and/or their families. The program primarily provides assistance to homeless individuals who have been diagnosed with the following:

- Mental illness,
- Chronic problems with alcohol, drugs, or both, or
- AIDS and related diseases (24 CFR 582.1).

17.1 TERM OF THE PROGRAM
[24 CFR 582.100(a)]

Assistance is provided for a term of one (1) to five (5) years or for as long as there is a continuum of funding available for this program. The program has limitations on bedroom sizes (see Section 17.18 of this chapter) and assistance will be issued accordingly.

17.2 BOARD OF COMMISSIONERS
[24 CFR 582.300]

The HA receives funding for the SPC program as a member of the Fresno-Madera Continuum of Care (CoC). The Fresno-Madera CoC provides for the consultation and participation of not less than one homeless or formally homeless individual to serve on the board of directors.

In addition, the HA has resident and participant commissioners on the HA Board. These individuals have the authority to vote on policy-making decisions.

17.3 OUTREACH

[24 CFR 582.325]

The HA will make every effort to partner with community-based organizations to provide effective outreach for hard-to-reach populations. Outreach should be directed to those who are in an emergency shelter or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human being (e.g. person living in care, streets, and parks).

Outreach to the owners will be provided through participation in apartment association meetings. For more information on outreach please refer to Section 1.16-1.17.

17.4 SERVICE MATCH DOCUMENTATION

[24 CFR 582.110]

Under HUD regulations for SPC program, the HA is required to have a dollar-for-dollar match for TRA with in-kind supportive services.

17.5 HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

The HA participates in the HMIS program.

17.6 DEFINITIONS

Some key definitions for this program are listed below. Additional definitions can be found in 24 CFR 582.5.

Homeless Person – Someone who is sleeping in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned or condemned building; or is sleeping in an emergency shelter. This may include a person who ordinarily sleeps in one of the above places but is spending a short time (30 days or less) in a hospital or other institution.

Chronically Homeless – An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more OR has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless, a person must have been on the streets or in an emergency shelter (i.e. not in transitional housing) during these stays.

"Disabled person(s)" - for this program are the same as defined in Chapter 1 (Statement of Policies & Objectives) including the following additional considerations:

"Persons with disabilities" – a household composed of one or more persons at least one of whom is an adult who has a disability.

1. A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

2. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that:

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attains age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitations in three or more of the following areas of major life activity;

(A) Self-care
(B) Receptive and expressive language;
(C) Learning;
(D) Mobility;
(E) Self-direction;
(F) Capacity for independent living; and
(G) Economic self-sufficiency; and
(H) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

Additional definitions can be found in (24 CFR 582.5).

17.7 REFERRAL PROCESS

Eligible families are referred to the SPC Programs by pre-selected service providers upon request from the HA as and when the TRA is available.

17.8 INCOME LIMITS

[24 CFR 582.5]

Eligible families must be at 50% of the median income or lower to participate in the SPC program.

17.9 ELIGIBILITY

Applicants must meet HUD's eligibility requirements for the SPC program to qualify for rental assistance. In order to determine final eligibility, the HA may verify all information submitted by applicants.

17.10 VERIFICATION PROCEDURES

Since HUD requires that factors of eligibility must be verified, applicants and program participants are required to provide proof of their statements whenever required by the HAHA. The SPC program may require additional documents when verifying program eligibility. For example:

• Homeless Condition Form: Must be provided for all individual/families referred to the HAHA for the SPC program.

• Disability Verification Form: Must be provided for all individuals claiming a disability, especially a disability that is cited as a qualifying factor for the SPC program. Written determinations must be made by a psychiatric or medical professional trained to make such determination.

17.11 DENIAL OF PARTICIPATION

If a family has previously participated in any federally subsidized program and violated a family obligation and was terminated, the family may be denied future participation for a period of three (3) years.

Families may be denied participation in the program if they owe the HA or another PHA money in connection with the Housing Choice Voucher Program or
Public Housing assistance.

Families referred and their contracted Community-Based Organization(s) (CBO) will be sent a denial letter and referred to the CBO if there are any further questions.

17.12 CRIMINAL BACKGROUND CHECKS

SPC applicants will not be required to undergo the criminal background check described in Section 4.19, with one exception. A criminal background check *will* be performed for head-of household and all adult family members, eighteen years of age and older, to determine if client or family member is a registered sex offender, in compliance with HUD regulations.

17.13 BRIEFING SESSIONS

Once determined eligible, the family is required to attend a briefing session for issuance of a SPC Participation Agreement. This Participation Agreement explains that loss of program assistance may occur if any member of the family violates the terms set forth in the Participation Agreement. SPC applicants are also provided the Request for Tenancy Approval (RFTA).

17.14 ISSUANCE OF CERTIFICATE

At the completion of the initial briefing and the signing of the Contract of Participation Agreement, a SPC certificate will be issued. The eligible applicant must locate a unit within 120 days. If an extension is needed, one may be requested. The request will be evaluated and a decision made based upon the same policy outlined in Section 8.5.1(b) of this administrative plan.

17.15 RENTAL ASSISTANCE PAYMENT (RAP) CONTRACTS

The owner must sign a (RAP) Contract for the SPC program, and must comply with its provisions in addition to the requirements of the lease agreement.

17.16 TENANT RENT PORTION UNDER SPC

SPC program funds are contracted based on 100% of the Fair Market Rents published by HUD. Tenant rental portions are limited to 30% of the participant's adjusted monthly income.

To calculate tenant's rent portion the following steps should be taken:

1. Calculate each of the following:
   a) 10% of the gross income.
   b) Then calculate 30% of the adjusted monthly income, and
   c) Welfare rent.
2. Subtract the greatest of the three from the utility allowance (if the utility allowance is not included in the rent) to obtain the tenant rent portion.
3. To arrive at the RAP, subtract the tenant rent portion from the contract rent.
4. Minimum Rent ($50)

For more information on determining adjusted income, please refer to Chapter 6 (Factors Related to Total Tenant Payment Determination). The Earned Income Disallowance is not applicable to the SPC program.

17.17 CERTIFICATE BEDROOM SIZE ISSUED (SPC SUBSIDY STANDARDS)

Under the SPC program, the client will be eligible for a bedroom size based upon family composition and will be issued as follows:

- Head-of-Household or head-of-household and spouse—One bedroom
- All other family members—Two Persons for each additional bedroom (not to exceed a 3 bedroom unit)
- Caregivers and Live-in Attendants—One additional bedroom (not to exceed a 3 bedroom unit)

17.18 RE-EXAMINATIONS/INTERIMS

[24 CFR 582.310]

The HA is required to process annual re-examinations. In cases where a family experiences a change in household composition and/or income between annual re-examination, the HA will process an interim re-examination. The family is required to report all changes in household composition and/or income to the HA within 30 calendar days of the occurrence. For more information regarding causes for processing annual/interim reexaminations and the requirements for competing annual/interim re-examinations, please refer to Chapter 12.

17.19 HOUSING QUALITY STANDARDS

[24 CFR 528.305(a)]

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant based programs. HQS standards are required both at initial occupancy and annually during the term of the RAP contract. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and RAP Contract. For more information on HQS refer to chapter 10 with the exception that 982.401 (j) does not apply. However, Part 35 subparts A, B, K, and R of this title does apply.

17.20 RENT REASONABLENESS

[24 CFR 582.305(b)]

It is the HA's responsibility to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. The HA will not approve the lease or execute RAP contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. The HA will determine rent reasonableness at initial lease-up, before any increase in rent to owner and at other times described in Chapter 12.

17.21 LIMITATIONS ON SPC ASSISTANCE

17.21.1 Section 8 Homeownership Program

The Section 8 homeownership program outlined in the Administrative Plan does not apply to the SPC program client.

17.21.2 Family Self-Sufficiency (FSS)

The SPC client is not eligible for the FSS program.

17.21.3 Portability

SPC clients have no portability rights. SPC clients must continue to live within the HA's jurisdiction for as long as they continue to participate in this program.

17.21.4 Change of Head of Household:

[24 CFR 582 (3)]

If the head of household (qualifying tenant) should become deceased, remaining family members will receive continued rental assistance only until the end of the grant period under which the SPC client was leased, or six months, whichever comes first. No other rights of survivorship are available.

If the head of household is terminated for non-compliance the remaining family members will not be eligible to continue in the SPC program.

17.22 TRANSFERS BY THE HA

The HA may elect to transfer participants from one SPC TRA to another SPC TRA grant, if the HA determines such transfer is necessary for grants management reasons, (e.g. to increase or decrease spending rates in a given grant). Such transfers do not involve a physical move by the participant.

The HA shall document the date of the transfer and the reason for the transfer in the participant's file.

17.23 TERMINATIONS RELATED TO THE SPC PROGRAM

17.23.1 When SPC Family Violates Participation Agreement

Housing assistance may be terminated if a family violates specific SPC program Participant-Service Provider Agreement, Contract of Participation and/or the family obligation.

17.23.2 Requests from Outside Agency to Terminate Housing Assistance under SPC

CBO's and/or other government units or departments currently contracted by the HA that provide supportive services may request termination of housing assistance for a program participant who is in violation of the SPC program requirements, Participant-Service Provider Agreement, Contract of Participation, and/or conditions of occupancy.

17.23.3 Termination Related to Inpatient Rehabilitation

[24 CFR 582.105(d)(2)]

In the event the head of household requires in-patient rehabilitation, RAP will continue for 90-days for each occurrence, as long as tenant's portion of rent is paid on time and in full. This is applicable for one instance of in-patient rehabilitation only. If the head of household should require in-patient rehabilitation for more than 90 days for an occurrence, rental assistance will terminate in accordance with termination procedures established in this Administrative Plan.

CHAPTER 18
OWNER OR FAMILY DEBTS TO THE HA

18.1 INTRODUCTION

This Chapter describes the HA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

The HA will sometimes take other or additional actions than debt recovery when program fraud or abuse occurs. For more information, see Chapter 23 on Program Integrity.

18.2 TYPES OF DEBT OWED TO THE HA

Families are required to repay the HA for amounts paid to an owner on behalf of the family for unpaid rent.

Owners are required to repay the HA to recover overpayments, abatements or other reduction of housing assistance payments. (24 CFR 982.453(b)

18.2.1 Program Fraud

Families who owe money to the HA due to program fraud are subject to the policies described in Chapter 23.

If a family owes an amount which equals or exceeds $10,000.00 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the HA will refer the case for criminal prosecution.

18.3 COLLECTION METHODS

When families or owners owe money to the HA, the HA will make every effort to collect it. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Reductions in HAP to owner
- Repayment agreements
- Collection agencies
- Civil suits

18.4 REPAYMENT AGREEMENT FOR FAMILIES

[24 CFR 792.103, 982.552 (c) (6-8)]

If a family owes money to the HA for claims paid to an owner, the HA will review the circumstances resulting in the overpayment and decide whether the family must pay the full amount or enter into a repayment agreement.

If a repayment agreement is to be entered into, the HA will require that the family pay an initial 25% lump sum with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months. The maximum amount for which the HA will enter into a payment agreement with a family is $10,000.

A repayment agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The HA may offer a repayment agreement to the tenant or owner, which acknowledges a debt, in a specific amount and agreement to repay the amount due within one (1) year of the agreement date.

The maximum amount for which the HA will enter into a payment agreement with a family is $10,000.

Payment plans beyond the 1-year agreement may be considered in cases of family hardship and if requested with reasonable notice from the family with verification of the hardship, and the approval of the supervisor.

18.4.1 Guidelines for Repayment Agreements

[24 CFR 982.552 (c) (8)]

Repayment agreements will be executed between the HA and the head of household and spouse.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family with verification of the hardship, and the approval of the supervisor.

18.4.2 Payment Schedule for Monies Owed to the HA

The repayment schedule will be set up on a case-by-case basis, depending upon the family's income; however, initial payment and all subsequent payments must be set up so that the monies will be paid in full within one year.

18.4.3 Additional Monies Owed

If the family already has a Repayment Agreement in place and incurs an additional debt to the HA, the HA will not enter into more than one repayment agreement with the family. Extenuating circumstances may be referred to a supervisor.

18.4.4 Late Payments

If a payment is not received by the close of business, five calendar days after the due date. It is considered late and the HA may:

- Require the family to pay the balance in full
- Pursue civil collection of the balance due
- Terminate the housing assistance
- Grant an extension of 30 calendar days (requires supervisory approval)

18.4.5 Requests to Move and Balancing is Still Owing

If the family requests a move to another unit and is in arrears on a repayment agreement for money owed to the HA, the request for a voucher to move will be denied, unless the balance is paid in full.

However, if the need to move is due to one of the following reasons, (or for another reason which is approved by a supervisor), the request to move may be approved:

- Family size exceeds the HQS maximum occupancy standards
- The HAP contract is terminated due to owner non-compliance or opt-out
- A move from the premises is required as a reasonable accommodation

18.5 OWNER DEBTS TO THE HA

[24 CFR 982.453(b)]

If the HA determines that the owner has retained Housing Assistance Payments for which he is not entitled, the HA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the HA will take one or more of the following actions:

- Require the owner to pay the amount in full within 30 calendar days
- Enter into a Repayment agreement with the owner for the amount owed
- Pursue collections through the local court system
- Restrict the owner from future participation at HA discretion.

18.6 RECORDKEEPING AND REPORTING REQUIRED WITH FRAUD RECOVERIES

[24 CFR 792.204] HUD regulations (24 CFR 792.204) encourage public housing agencies to investigate and pursue instances of tenant and owner fraud and abuse in the operation of the Section 8 housing assistance programs. According to the criteria explained in part 792, the HA will be eligible to retain a portion of program fraud recoveries.

To permit HUD to audit amounts retained under this part, the HA will maintain all records required by HUD, including:

- Amounts recovered on any judgment or repayment agreement;
- The nature of the judgment or repayment agreement; and
- The amount of the legal fees and expenses incurred in obtaining the judgment or repayment agreement and recovery.

CHAPTER 19
COMPLAINTS AND APPEALS

19.1 INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the HA. This Chapter describes the policies, procedures and standards to be used when families disagree with an HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

This Chapter also addresses the Housing Choice Department's policy on handling discrimination complaints.

19.2 DISCRIMINATION COMPLAINTS

Should an applicant or participant contact the Housing Choice Voucher Department with a claim that a department employee engaged in a discriminatory action in carrying out program rules, an appointment will be made with a supervisor. The supervisor will question the client in order to learn the exact nature of the complaint.

All processes will be assessed as to whether correct policy was carried out.

If the process was conducted correctly, regulatory requirements will be explained to the client. If upon assessment it is found that processes need to be streamlined, the process will be reviewed and improvements made.

If there was an oversight on the part of the HCV Department, the error will be corrected and the family will be accommodated accordingly to federal guidelines.

If upon assessment a personnel issue should arise, progressive discipline will be instituted and the family would again be accommodated.

In the event an applicant or participant brings some other discrimination issue to the attention of the HCV Department, this will be handled by a staff person at the supervisory level or above. A referral to the Fair Housing Council will be made when appropriate; but not before researching any issue which is within the scope of authority of the HA and applying a suitable remedy.

19.2.1 Other Complaints to the HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

All complaints from families, owners, and the general public regarding disagreement with an action or inaction of the HA will be referred to a supervisor.

If a staff person reports an owner or family either violating or not complying with program rules, the matter will be referred to a supervisor.

19.3 INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54(d)(12), 982.554]

The HA will give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

19.3.1 Notice to Applicant

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible
- The procedure for requesting a review if the applicant does not agree with the decision
- The time limit for requesting a review

19.3.2 When Informal Review is Required

The HA must provide applicants with the opportunity for an Informal Review of decisions denying:

- Listing on the HA's waiting list
- Issuance of a Voucher
- Participation in the program

19.3.3 When Informal Review is Not Required

Informal Reviews are not required for established policies and procedures and HA determinations such as:

1. Discretionary administrative determinations by the HA
2. General policy issues or class grievances
3. A determination of the family unit size under the HA subsidy standards
4. Refusal to extend or suspend a Voucher
5. Disapproval of tenancy
6. Determination that unit is not in compliance with HQS
7. Determination that unit is not in accordance with HQS due to family size or composition

19.3.4 Procedure for Review

The procedures for informal review will include the following:

- A request for an Informal Review must be received in writing by the close of the business day, no later than 10 business days from the date of the HA's notification of denial of assistance.
- The informal review will be scheduled within 30 calendar days from the date the request is received.
- The applicant will be given the option of presenting oral or written objections to the decision.
- Both the HA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.
- The review may be conducted by mail and/or telephone if acceptable to both parties.
- A Notice of the Review findings will be provided in writing to the applicant within 10 business days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

19.3.5 Review Officer

The hearing will be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review, nor a subordinate of this person.

19.3.6 Restrictions on Assistance for Non-Citizens

This type of denial is covered in Section 19.6 of this Chapter.

19.4 INFORMAL HEARING PROCEDURES
[24 CFR 982.555(a-g), 982.54(d)(13)]

19.4.1 When Hearing is Required

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

1. A determination of the family's annual or adjusted income and use of such income to compute the housing assistance payment

2. A determination of the appropriate utility allowance for tenant-paid utilities from the HA utility allowance schedule.

3. A determination of the family unit size determination under HA subsidy

standards.

4. A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA's subsidy standards, or the HA determination to deny the family's request for exception from the standards.

5. A determination to terminate assistance because a participant family has been absent from the assisted unit for longer than the maximum period permitted under the HA policy (see Chapter 6) and HUD rules.

6. A determination to terminate assistance for a participant family because of family's action or failure to act.

7. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

8. Determination not to reduce a family's portion of rent because of 1) family's noncompliance with welfare requirements or 2) welfare fraud.

The HA will always provided the opportunity for an informal hearing before termination of assistance.

19.4.2 When Hearing is Not Required

Informal Hearings are not required for established policies and procedures and HA determinations such as:

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. Establishment of the HA schedule of utility allowances for families in the program.
4. An HA determination not to approve an extension or suspension of a voucher term.
5. An HA determination not to approve a unit or tenancy.
6. An HA determination that an assisted unit is not in compliance with HQS. (However, the HA must provide a hearing for a family breach of HQS because that is a family obligation determination).
7. An HA determination that the unit is not in accordance with HQS because of the family size.
8. An HA determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

19.4.3 Notice to Family

In cases which entitle the family to an informal hearing as described in 19.5.1 above, the HA will notify the family that the family may ask for an explanation of the basis of the HA

determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

This written notice will:

- Include a brief statement of the reasons for the decision
- State the family has a right to an explanation of the basis for the HA's decision
- State that if the family does not agree with the decision, the family may request an informal hearing on the decision
- State the deadline for the family to request an informal hearing
- Indicate to whom the hearing request should be addressed

19.4.4 Scheduling an Informal Hearing

[24 CFR 982.555(d)

When an informal hearing is required, the HA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

- A request for an informal hearing must be made in writing and delivered to the HA either in person or by first class mail, by the close of the business day, no later than10 business days from the date of the HA's decision or notice to terminate assistance.
- The HA will schedule and send written notice of the informal hearing date to the family within 10 business days of the family's request, along with the HA's evidence which is directly relevant to the hearing. The written notice will also include the request for the family to make any rebuttal evidence available to the HA no later within 10 business days prior to the hearing date.
- The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the HA may request documentation of the "good cause" prior to rescheduling the hearing.
- If the family does not appear at the scheduled time, and did not make prior arrangements to reschedule the hearing, the HA will proceed with the termination of the family's assistance.

19.4.5 Notification of Hearing

It is the HA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the HA receives a request for an informal hearing, a hearing shall be scheduled within 30 calendar days. The notification of hearing will contain:

1. The date and time of the hearing
2. The location where the hearing will be held
3. The family's right to bring evidence, witnesses, legal or other representation at

the family's expense

4. Copies of the documents or evidence in the possession of the HA upon which the HA based the proposed action. NOTE: Other viewing arrangements other than mailing will be made with the family if the evidence is of a confidential nature (e.g. criminal records). The HA will make the opportunity to view these documents available no later than 10 business days before the hearing date.
5. A notice to the family that the HA is requesting a copy of any documents or evidence the family will use at the hearing. If the family plans to present documents at the hearing, the family must provide these documents to the HA no later than 10 calendar days before the hearing date.

19.4.6 The HA's Hearing Procedures

The HA and participants will adhere to the following procedures:

1. Discovery

   Before the hearing the family will be given the opportunity to examine any HA documents that are directly relevant to the hearing. These documents will be mailed to the family along with the written notice of the hearing date. NOTE: If the information is of a highly confidential nature, such as criminal records, the documents will not be mailed. The family will be advised regarding how they may view this information. Any documents not provided by the HA to the family as part of discovery, cannot be later introduced by the HA at the hearing.

   The HA will give the family the opportunity to share any documents of its choice which are relevant to the hearing with the HA prior to the hearing. The HA will be allowed to copy any such document at the HA's expense. If the family does not make the document(s) available to the HA prior to the hearing, the family may not rely on the document(s) at the hearing.

2. Representation of the Family

   At its own expense the family may be represented by a lawyer or other representative.

3. Hearing Officer

   The hearing will 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 will regulate the conduct of the hearing in accordance with HA hearing procedures.

4. Evidence

   The HA will produce an audio recording of the informal hearing. If the family wishes to have a copy of the recording such a request must be made 10 business days prior to the hearing date.

   The HA and the family must have 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. If a

witness is not able to attend the hearing, the HA will allow a sworn declaration under penalty of perjury (does not require notarization) to be provided in place of the witness.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" include records and regulations.

The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing.

If the Hearing Officer determines that additional evidence is needed prior to making the decision, the Hearing Officer will set a date to reconvene the hearing once the information is received so the family may review the additional evidence and respond to it.

5. Family Rights

- To present written or oral objections to the HA's determination.
- Present any information or witnesses pertinent to the issue of the hearing
- Request that a HA staff be available or present at the hearing to answer questions pertinent to the case
- If a family wishes to request an audio recording of the hearing, such request must be made 10 business days prior to the hearing date.

6. HA Rights

In addition to other rights contained in this Chapter, the HA has the right to:

- Be notified by the family intends to be represented by legal counsel, advocate, or another party
- Have its attorney present
- Have staff persons and other witnesses present who are familiar with the case.

7. Issuance of Decision

The person who conducts the hearing must issue a written decision within 15 business days. Factual determination relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the HA and the family and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed; and
- Documentation of the calculation of monies owed;

- The date the decision goes into effect.

8. Effect of the Decision

   The HA is not bound by a hearing decision:

   - Which concern matters in which the HA is not required to provide an opportunity for a hearing
   - Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local laws; or
   - Which exceed the authority of the person conducting the hearing under HA procedures.

   If the HA determines that it is not bound by a hearing decision, the HA will notify the family in writing within 10 business days and the reason for the determination.

   If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HA shall take effect and another hearing will not be granted.

   All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

9. Appellate Review

   If the family does not agree with the Hearing Officer's decision, the family may request an appellate level review by the Executive Director or his designee.

19.5 HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

[24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the HA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the HA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

19.5.1 Notice of Denial or Termination of Assistance

[24 CFR 5.514(d)]

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for pro-ration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the HA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

19.5.2 USCIS Appeal Process

[24 CFR 5.514(e)]

When the HA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the HA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the HA with a copy of the written request for appeal and the proof of mailing.

The HA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results. The family must provide the HA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the HA, of its decision. When the USCIS notifies the HA of the decision, the HA must notify the family of its right to request an informal hearing.

The HA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

19.5.3 Informal Hearing Procedures for Applicants

[24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the HA provide a hearing. The request for a hearing must be

made either within 30 days of receipt of the HA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer
The HA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence
The family must be provided the opportunity to examine in advance of the hearing, any documents in the possession of the HA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing. The HA's policy regarding this right of discovery ,which pertains to both the family and to the HA, is described in Section 19.4.6, *The HA's Hearing Procedures, Discovery, of this chapter.*

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the HA, and to confront and cross-examine all witnesses on whose testimony or information the HA relies.

Representation and Interpretive Services
The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the HA, as may be agreed upon by the two parties.

Recording of the Hearing
The HA will produce an audio recording of the informal hearing. If the family wishes to have a copy of the recording such a request must be made 10 business days prior to the hearing date.

Hearing Decision
The HA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

19.5.4 Informal Hearing Procedures for Residents
[24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the HA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the HA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

19.5.5 Retention of Documents

[24 CFR 5.514(h)]

The HA must retain for a minimum of 5 years the following documents that may have been submitted to the HA by the family, or provided to the HA as part of the USCIS appeal or the HA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

CHAPTER 20
LIMITED ENGLISH PROFICIENCY (LEP)

20.0 INTRODUCTION

In accordance with Executive Order 13166, the HA will provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). This chapter describes how the HA will undertake reasonable efforts to provide or arrange free language assistance for its LEP participants and applicants to the assisted housing programs as well as the general public.

20.1 MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The HA will annually assess and update the following four-factor analysis, including but not limited to:

- The number or proportion of LEP persons eligible to be served or likely to be served by the HA.
- The frequency with which LEP persons using a particular language come into contact with the HA.
- The nature and importance of the HA program, activity or service to the person's life.
- The HA's resources and the cost of providing meaningful access.

20.2 LANGUAGE ASSISTANCE

The following language assistance policies will apply:

- A person who does not speak English as their primary language AND who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to HA programs and activities.

- Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. The HA will determine when interpretation and/or translation services are needed and are reasonable based upon the four-factor analysis.

- HA staff will take reasonable steps to provide language assistance to LEP clients who have difficulty communicating in English. Should a client ask for language assistance and the Housing Authority determines that: a) the client is an LEP person and b) such assistance is necessary to provide meaningful access, the HA will make reasonable efforts to provide free language assistance. The Housing Authority will provide the language assistance in the LEP client's preferred language upon request.

The HA will periodically assess client needs for language assistance based on the frequency of requests for interpreters and/or translation, as well as the literacy skills of clients.

20.3 TRANSLATION OF DOCUMENTS

The HA will consider the following factors in determining whether a document requires translation:

- Whether the document meets the threshold of a "vital document". Per the HUD guidance, "vital documents" are those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically. For further details see the HA's Language Assistance Plan.

- The costs and benefits of translating documents for potential LEP groups, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the literacy rate in an LEP group and other relevant factors. The HA will undertake this examination when an eligible LEP group constitutes 5 percent of an eligible client group (for example, 5 percent of households living in HA housing developments) or 1,000 persons, whichever is less.

In consideration of the above, the HA provides translations of the following assisted public housing "vital documents" listed in Appendix A. As the HA continues to translate further assisted public housing program "vital documents", this Appendix will be updated on an annual basis.

As opportunities arise, the HA may work with other local Public Housing Authorities (PHAs) to share the costs of translating common documents.

As HUD continues to translate standard housing documents in multiple languages, the HA will replace its translated versions with the official HUD versions. The HA encourages HUD to provide this service to PHAs and other federally funded agencies whose limited resources hinder their LEP efforts.

The HA will consider technological aids such as Internet-based translation services, which may provide helpful, although perhaps not authoritative, translations of written materials.

20.4 AUDIOVISUAL MATERIALS

The HA will make reasonable efforts to produce multiple translations of audiovisual materials it uses to inform or educate applicants, participants and other client groups. For example, the HA provides headsets and interpreters at community or other meetings.

20.5 INTERPRETERS

Formal Interpreters

To provide meaningful access for LEP clients, the HA will use the Language Line Services which provides accurate and complete interpretation in 156 languages. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis herein.

Outside vendors who are qualified interpreters shall be used at the following:

- Informal hearing(s) for denial of admission to public housing;
- Informal meetings for settlement agreements and formal hearings for termination of rental assistance housing;

Informal Interpreters

Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. HA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, may not be an appropriate option to provide accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.

An LEP person may use an informal interpreter of his/her own choosing and at his/her expense, either in place of or as a supplement to the free language assistance offered by the HA. If possible, the Housing Authority should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

If an LEP client prefers an informal interpreter, after the HA has offered free interpreter services, the informal interpreter may interpret. If the LEP person decides to provide his/her own interpreter, the LEP person's election of this choice will be documented. The HA may require the family to sign a waiver of their right to the HA-supplied interpreter.

If an LEP client wants to use his/her own informal interpreter, the HA reserves the right to also have a formal interpreter present.

20.6 OUTSIDE RESOURCES

Outside resources may include community volunteers, HA residents or Housing Choice Voucher/Section 8 participants.

Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

The HA will establish and maintain relationships with organizations that assist specific cultural and ethnic groups living in Fresno County. To help their clients obtain or keep

housing assistance through the HA, these organizations may provide qualified interpreters for LEP persons.

20.7 MONITORING

The HA will review and revise this LEP Policy annually as part of the Agency Plan process. The review will include:

a. Reports from the HA's software system on the number of LEP clients, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.

b. A determination as to whether 5 percent or 1,000 persons from HCV participants speak a specific language, which triggers consideration of document translation needs as described above.

c. Analysis of staff requests for contract interpreters: number of requests, languages requested costs, etc.

20.8 LEP POLICY DISTRIBUTION AND TRAINING

The LEP Policy will be:

1. Distributed to all HA staff.

2. Available at the HA Administrative Office.

3. Posted on HA's website at www.hafresn.org

4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

CHAPTER 21
SECTION 8 HOMEOWNERSHIP PROGRAM

21.1 INTRODUCTION

The HA has developed their Section 8 Homeownership Program (S8 HOP) according to the Quality Housing and Work Responsibility Act of 1998 and the Section 8 Homeownership Final Rule of September 12, 2000.

21.2 GENERAL PROVISIONS

[24 CFR 982.625**]**

S8 HOP option is used to assist existing Housing Choice Voucher (HCV) program participants to purchase a home using mortgage subsidy rather than rental subsidy. Under this subsidy option, The HA will pay a monthly homeownership assistance payment; it will not offer homeowner assistance in the form of a single down payment assistance grant.

The HA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

The HA has established a minimum homeowner down payment requirement of at least three (3) percent of the purchase price for participation in the S8 HOP; and requires that at least one (1) percent of the purchase price come from the participant's personal resources.

The HA requires financing on the purchase of a home under the S8 HOP to:

1. Be provided, insured, or guaranteed by the State or Federal government;
2. Comply with secondary mortgage market underwriting requirements, or
3. Comply with generally accepted private sector underwriting standards.

21.3 FAMILY ELIGIBILITY REQUIREMENTS

[24 CFR 982.626, 982.627]

The participant must meet all initial requirements before the commencement of homeownership assistance, these include: First Time Home Buyer, Unit Eligibility, Income, Employment and the additional HUD requirements listed below:

21.3.1 First Time Home Buyer Requirements

1. The participant must be an existing participant in the HCV program.
2. The participant must satisfy the first-time homeowner requirement by being any of the following:

- A first-time homeowner (as defined in the Glossary of this Administrative Plan)
- A new cooperative member (as defined in the Glossary)
- A participant of which at least one family member in the household is a person with a disability, and use of the homeownership option is needed as a reasonable accommodation.

3. The participant must have satisfactorily completed the HA pre-purchase one-on-one and group homeownership counseling.

21.3.2 Unit Eligibility Requirements

(Refer to Section 21.5," Eligible Units)

21.3.3 Income Requirements

1. The participant must have a gross annual income equal to the federal minimum wage multiplied by 2,000, based on the income of adult family members who will own the home. Unless the family is elderly or disabled, income from welfare assistance will not be counted toward this requirement.
2. In the case of elderly/disabled participants, the minimum income requirement will be the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by twelve.

   - For an elderly/disabled participant, welfare assistance payments for adult family members who own the home will be included in determining the minimum income requirement.

21.3.4 Employment Requirements

1. The participant must meet the federal minimum employment requirement (this does not apply to elderly or disabled participants).
2. At least one adult family member who will own the home must be currently employed fulltime and must have been continuously employed for one year prior to homeownership assistance. (This does not apply to elderly or disabled participants).

   - HUD regulations define "full-time employment" as not less than an average of 30 hours per week.
   - A participant will be considered to have been continuously employed even if that participant has experienced a break in employment, provided that the break in employment: did not exceed 30 calendar days; did not occur within the 6 month period immediately prior to the family's request to utilize the homeownership option; and has been the only break in employment within the past 12 calendar months.

21.3.5 Additional HUD Eligibility Restrictions

There are two additional HUD eligibility restrictions:

- The HA denies the use of S8 HOP for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance. No family member may have ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- The HA denies the use of the S8 HOP for a participant in which an adult member of the household has defaulted on a mortgage while receiving homeownership assistance, thereby securing debt which will be incurred to the home purchase.

21.4 HOMEOWNERSHIP COUNSELING REQUIREMENTS

[24 CFR 982.630]

Once the participant has been determined eligible, they must complete group and/or one-on-one homeownership counseling sessions on the following:

- Budgeting/Financial Literacy
- Credit
- Pre-purchase Homebuyer Education
- Home maintenance (including care of grounds)
- Negotiating the purchase price of a home
- Obtaining loan pre-approvals, and selecting appropriate financing
- Selecting a home in HA jurisdiction based on family needs such as; schools, transportation, supportive services, etc.
- Understanding state and federal truth-in-lending laws to identify and avoid loans with oppressive terms and conditions

In addition, the participant must complete a 16-hour Homeownership Education and Counseling (HEC) certification program.

The HA will requires quarterly post-purchase counseling after commencement of homeownership assistance until the final homeownership assistance payment is provided.

21.5 ELIGIBLE UNITS

[24 CFR 982.628]

The unit must meet all of the following requirements.

1. Participants may enter into a contract of sale for units not yet under construction, however HA will not issue homeownership assistance payments for the unit unless or until:
    - The responsible entity has completed an environmental review and provided the review to the HA; or

- HUD has performed an environmental review and notified the HA in writing of the environmental approval of the site prior to commencement of construction; or
- Construction of the unit has been completed, and the unit has passed Housing Quality Standards (HQS) and the independent private inspection.

2. The HA will require participants to obtain and maintain flood insurance for units in special flood hazard area, and prohibit assistance for participants acquiring units in coastal barrier resources. The HA will notify the participant if the unit is in an airport runway clear zones and airfield clear zones.
3. The unit is either a one unit property (including a manufactured home) or single dwelling unit in a cooperative or condominium.
4. A unit where the family will not own fee title to the real property on which the home is located will be approved only if:
   a. The home is or will be located on a permanent foundation; and
   b. The family has the right to occupy the home site for at least 40 years.
5. The unit has passed inspection by HA and by an independent inspector designated and paid for by the family.

21.6 INELIGIBLE UNITS
[CFR 982.352]

The unit must not fall under any types of housing listed as ineligible housing in Chapter 9 of this administrative plan, with the **exception** of:

- A unit occupied by its owner or by a person with any interest in the unit.
- HA owned housing
- The HA will not approve the seller of the unit if the HA has been informed that the seller is disbarred, suspended, or subject to a limited denial of participation.

21.7 ISSUANCE OF SECTION 8 VOUCHER AND PURCHASE REQUIREMENTS
[24 CFR 982.629]

A homeownership voucher will be issued to the participant when all requirements have been met. The participant deadline date for locating, purchasing, and closing escrow on a home is 120 calendar days from the date the family's eligibility for the homeownership option is determined. With good cause, the HA may extend the time limit for a participant for an additional 30 days.

Participants must submit progress reports during the housing search and escrow period, while continuing to meet with the homeownership coordinator for ongoing counseling. Participant progress reports will be provided in 30-day intervals.

If the participant is unable to purchase a home within the maximum time permitted by HA, the HA will continue the client's participation in the Section 8 Housing Choice Voucher rental subsidy program. The participant may not re-apply for the Section 8

Homeownership program until they have completed one-on-one counseling with the Homeownership Coordinator.

21.8 INSPECTIONS AND SALES CONTRACT

[24 CFR 982.631]

The unit must meet HQS regulations, and must also be inspected by an independent professional inspector selected by, and paid for, by the participant. The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

- Foundation and structure; housing interior and exterior; roofing; plumbing, electrical and heating systems. Copies of the independent inspection report is provided to the participant and the HA by the independent inspector**.** Based on the information in this report, the family and HA determines whether any pre-purchase repairs are necessary.

The HA may disapprove the unit for homeownership assistance based on information provided with the inspection report.

21.8.1 Sales Contract

The participant must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to the HA. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home. The contract must also:

1. Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory to the purchaser and to the HA.
2. Provide that the purchaser is not obligated to pay for any necessary repairs; and
3. Must have certification that the seller has not been debarred, suspended or subject to a limited denial of participation.

21.9 FINANCING AND AFFORDABILITY OF PURCHASE

[24 CFR 982.632]

The participant is responsible for securing financing options, and obtaining HA approval of the proposed mortgage. HA will impose financing restrictions listed below, and may disapprove additional proposed financing options if HA determines that the debt is unaffordable.

HA will prohibit the following forms of financing:

- Adjustable Rate Mortgage (ARM)
- Balloon payment mortgages
- Seller financing will be considered on a case by case basis

21.10 MORTGAGE ASSISTANCE REQUIREMENTS AND FAMILY OBLIGATIONS [24 CFR 982.633]

Homeownership assistance may only be paid while the participant is residing in the home. The HA shall not pay Homeownership Assistance Payment for any month after the month when the family moves out of the home.

Before the commencement of homeownership assistance, the unit must pass HQS inspection, and the participant must execute a statement of family obligations. The participant and any other adult(s) on the mortgage loan must comply with the following obligations:

1. To the extent required by the HA, the mortgagee(s) must attend and complete ongoing housing counseling. (Refer to Homeownership Counseling Requirements noted within Section 21.4 of this chapter.)
2. The mortgagee(s) must comply with the terms of any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
3. The participant may not convey or transfer ownership of the home, except for purposes of HA approved financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to the following stipulations:
   - The participant must utilize the home receiving HA mortgage subsidy as their primary and only residence (CFR 982.551 [h]). The participant must provide certification of primary residence and promptly notify the HA upon absence from the unit [CFR 982.551 (h)(1)]
   - The participant must notify the HA of any changes in the home pertaining to family composition. All changes in family composition must be approved by the HA [CFR 982.551 (h)(2)]
   - Profit-making activities facilitated by any household member must be incidental to the family's residence in the home [CFR 982.551 (h)(5)]
   - Household members may not sublease or sublet the home [CFR 982.551 (h)(6)]
4. The participant must supply true and complete information upon the request of the HA or HUD which includes but is not limited to:
   - Evidence of citizenship or eligible immigration status (CFR 982.551[b])
   - Information used to complete regularly scheduled reexamination of interim reexaminations of family composition and income (CFR 982.551[b])
   - Social Security numbers (CFR 982.551[b])
   - Mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
5. The participant must notify the HA before moving out of the home.
6. The participant must notify the HA if the family defaults on the mortgage used to purchase the home.

7. Neither the participant nor any other family member residing in the home may have any ownership interest in any other residential property.
8. The participant must allow HA, to inspect the property for HQS compliance prior to the commencement of mortgage subsidy and annually within a 12 month period for as long as the mortgage assistance is provided by the HA.

Before commencement of homeownership assistance, the participant must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

21.11 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

[24 CFR 982.634]

The maximum term of homeownership assistance is:

- 15 years, if the initial mortgage term is 20 years or longer; or
- 10 years in all other cases.

However, the maximum term does not apply in the case of elderly or disabled participants. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. Additionally, in the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the participant qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date the mortgage assistance commenced. However, in this case the family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable.

21.11.1 Assistance for Different Homes or from Different HA's

If the participant receives homeownership assistance for different homes, or from different HA's, the total amount of assistance terms is subject to the maximum term limitations noted above. The time limit applies to any member of the household who has ownership interest in the unit during any time that homeownership payments are made, or is a spouse of any member of the household who has an ownership interest.

21.12 HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES

[982.635]

The monthly homeownership assistance payment will be equal to the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the HA uses the same payment standard schedule, as those described in this Plan for the HCV program. However, when the payment standard falls below the payment standard used at the initial eligibility for S8 HOP, the higher of the two will be used for determining mortgage subsidy.

The HA pays the homeownership mortgage assistance payment directly to the S8 HOP participant, or directly to the lender, depending on the preference of the lending institution.

In accordance with HUD regulations, the HA has determined the following items will be included as homeownership expenses:

- Principal and interest on initial mortgage debt
- Refinancing of initial mortgage debt
- Mortgage insurance premiums incurred to finance the purchase of the home
- Real Estate Taxes and public assessments of the home
- Home insurance
- An allowance for major repairs and replacements
- Principal and interest on debt for home repairs and improvements
- HA utility allowance used for the HCV program
- Allowance for routine maintenance costs
- Land lease payments (where a family does not own fee title to the real property on which the home is located)

If the home is a cooperative or condominium, expenses will exclude Real Estate taxes and public assessment allowance, but include operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

Homeownership assistance for a participant terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the participant. However, HA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the participant.

Extreme hardship would be defined as:

- Significant reduction in the household income
- Significant household debt, which was beyond the control of the participant

The HA reviews all relevant circumstances regarding financial hardship and reviews them on a case-by-case basis.

21.13 PORTABILITY
[24 CFR 982.636, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and in Chapter 13 of this Plan, the participant may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership participants.

21.14 MOVE WITH CONTINUED TENANT-BASED ASSISTANCE
[24 CFR 982.637]

A participant receiving homeownership assistance may move with continued tenant-based assistance in accordance with HUD regulations in 982.637. The participant may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin if any family member owns any title to the prior home.

21.15 TERMINATION OF ASSISTANCE FOR THE FAMILY
[24 CFR 982.638, 982.551, 982.552, 982.553]

Termination of homeownership assistance is governed by the policies for the Housing Choice Voucher program contained in Chapter 15 of the Administrative Plan in accordance with CFR 982.551.

However, the following provisions are not applicable to homeownership:

- Activities regarding lease agreements such as lease violations, transfer of a lease or lease terminations
- Providing eviction notice
- The participant cannot own or have interest in the unit

The HA will terminate homeownership assistance if the participant is dispossessed from the home due to a judgment or order of foreclosure.

The HA will permit such participant to move with continued voucher rental assistance. However, rental assistance will be denied if the participant has defaulted on a Federal Housing Administration (FHA) insured mortgage, and the participant fails to demonstrate that:

1. The participant conveyed title to the home as required by HUD, and;
2. The participant moved within the period required by HUD.

The HA will terminate homeownership assistance if the participant or any other member of the household violates any of the following:

1. Those stated in Chapter 15 of this administrative plan, Grounds for Denial or Termination of Assistance (CFR 982.552)
2. Those stated in Chapter 15 of this administrative plan, Crime by Family Members (CFR 982.553).

Chapter 22
PROJECT-BASED VOUCHERS

22.1 INTRODUCTION

Under the project-based voucher (PBV) program a local housing authority will enter into a contract with an owner for specific units for a specific term in order to 1) expand the affordable housing in the community, and 2) to provide rental assistance for qualifying low-income families. The voucher assistance is attached to the structure, rather than to the tenant, as occurs in the tenant-based voucher program.

The program does not receive separate funding; housing authorities that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD are allowed to use part of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance. Housing authorities will only operate a PBV program which is consistent with its Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities. Fresno Housing Authorities (HA) has stated in its Annual Plan its reasons for offering a PBV program in Fresno County, and these are restated below:

22.1.1 Program's Current Goals

- HA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.
- It will promote the deconcentration of poverty and expanding housing opportunities by selecting projects which are in non-impacted areas (with the exception being those six RDA areas described in the next section below).
- It will work with other programs to expand the affordable housing opportunities in our community.

22.1.2 Annual Plan Statement

The program will be marked competitively through the Request for Proposal (RFP) process. Each announcement will indicate whether the type of housing being solicited is existing housing, new construction or rehabilitation housing. Each RFP will provide the rating factors to be considered when evaluating each submission. Once a project is selected, families from the HA's Housing Choice Voucher (HCV) wait list (the project-based, not tenant-based wait list) are referred to the units.

While the program is intended to be operated in non-poverty impacted census tracts in the City and County of Fresno, a waiver request was approved by HUD for six RDA areas (census tracts 2, 11, 12, 22, 26, and 48) located within the City of Fresno jurisdiction.

The contract for the Project-Based program will be for up to fifteen years because of the need to preserve the supply of three or more bedroom units for large families. The City

of Fresno's 2001-2004 Consolidated Plan specifically identifies the need for affordable housing including large units for large families.

Also the Housing Authorities is considering the feasibility of converting public housing units and the development of additional units using project-based voucher assistance in the not too distant future.

22.2 DESCRIPTION OF THE PBV PROGRAM

[24 CFR 983.5]

The PBV program is administered by a public housing authority that already administers the tenant-based voucher program, as mentioned earlier, as follows:

- After going through the selection process described in later in this Chapter, HA enters into a HAP contract with an owner for units in existing housing or in newly constructed or rehabilitated housing.
- In the case of newly constructed or rehabilitated housing, the housing is developed under an Agreement between the owner and the HA. In the agreement HA agrees to execute a HAP contract after the owner completes the construction or rehabilitation of the units.
- During the term of the HAP contract, HA makes housing assistance payments to the owner for units leased and occupied by eligible families.

22.3 WHEN THE PBV RULE APPLIES AS OPPOSED TO THE TENANT-BASED VOUCHER RULES

[24 CFR 983.1, 983.2]

Much of the tenant-based voucher program regulations in 24 CFR 982 also apply to the PBV program. Consequently, many of the HA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do *not* apply to the PBV program are listed at 24 CFR 983.2, such as voucher issuance and portability.

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the HA policies for the tenant-based voucher program contained in this Administrative Plan, also apply to the PBV program and its participants.

22.4 PBV DEFINITIONS

[983.3(b)]

Definitions specific to the PBV program are covered in 24 CFR 983.3(b). Definitions regarding other voucher terms can be located in 24 CFR 982.4.

Included below are some key HUD definitions which will assist in understanding our policy regarding the administration of the PBV program in Fresno County.

Agreement to Enter into HAP Contract (Agreement). The Agreement is a written contract between the Public Housing Agency (HA) and the owner in the form prescribed by HUD. The Agreement defines requirements for development of housing to be assisted under the PBV program. Once development is completed by the owner in

accordance with the Agreement, the HA enters into a HPA contract with the owner. The Agreement is not used for existing housing (as described below).

Existing Housing. Housing units that already exist on the proposal selection date and that substantially comply with the Housing Quality Standards (HQS) on that date. [The units must fully comply with HQS before execution of the HAP contract].

Newly Constructed Housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the HA and the owner for use under the PBV program.

HA-Owned Unit. For purposes of the PBV program, a HA-owned unit is one which is owned by the HA that administers the voucher program. HA-owned means that the HA or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member of general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

Proposal Selection Date. The date the HA gives written notice of PBV proposal selection to an owner whose proposal is selected in accordance with the criteria established in the He's administrative plan [this Chapter].

Rehabilitated Housing. Housing units that exist on the proposal selection date, but do not substantially comply with the HQS on that date, and are developed, pursuant to an Agreement between the HA and owner, for use under the PBV program.

22.5 RELOCATION REQUIREMENTS

[24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program, must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. [Nan McKay suggests we state here where these funds will come from]. HA's may not use voucher program funds to cover relocation costs, except that HA's may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.
The acquisition of real property for a PBV project is subject to the URA and 49 CFR Part 24, subpart B. It is the responsibility of the HA to ensure the owner complies with these requirements.

22.6 EQUAL OPPORTUNITY REQUIREMENTS

[24 CFR 983.8]

HA will comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities

cited at 24 CFR 5.105(a). In addition, HA must comply with the Agency Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

22.7 HOUSING TYPE

[24 CFR 983.52]

HA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an Agreement to Enter into a Housing Assistance Payments Contract (hereafter referred to as Agreement) that was executed prior to the start of construction. *A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of HA selection, the units substantially comply with HQS*. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

HA=s choice of housing type will be reflected in its solicitation for proposals.

22.8 PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS: INELIGIBLE HOUSING TYPES

[24 CFR 983.53]

The HA will not attach or pay PBV assistance to:

- shared housing units;
- units on the grounds of a penal reformatory, medical, mental, or similar public or private institution;
- nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities);
- units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students;
- manufactured homes;
- cooperative housing; and
- transitional housing.

In addition, the HA will not attach or pay PBV assistance for a unit occupied by an owner and the HA will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the PBV program**.**

22.9 PROHIBITION OF PBV ASSISTANCE IN SUBSIDIZED HOUSING

[24 CFR 983.54]

HA will not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;

- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a HA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the HA in accordance with HUD requirements.

22.10 PROJECT-BASED VOUCHERS AND HA-OWNED UNITS

[24 CFR 983], 983.102(f), 983.301((g) and 983.303(f)]

HUD allows HA-owned units to be assisted under the PBV program, with certain stipulations:

- HUD requires Housing Quality Standard (HQS) inspections and rent determinations to be conducted by outside entities [983.59(b)].
- Rent determinations must be in accordance with 24 CFR 983.301 through 983.305 with the same requirements of other units, except that the independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed, state-certified appraiser [983.59(b)(1)].
- The independent entity that performs these program services may be the unit of general local government for Fresno County or another HUD-approved public or private independent entity [983.59(c)].
- Payment of the independent entity and the appraiser will come from HA ongoing administrative fees [983.59(d)].
- The independent entity, HA and the appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity [983.59(d)].
- Copies of the HQS inspections and rent reasonableness determinations must be provided to the HUD field office as well as to the HA [983.103(f)(2), 983.303(f)(2)].
- A HA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines selection was appropriate based on the selection criteria in the administrative plan [983.51(e)].
- Under no circumstances may PBV assistance be used with a public housing unit [983.51(e)].

22.11 SELECTION OF PBV OWNER PROPOSALS

HA will describe the procedures for owner submission of PBV proposals in its Request for Proposal (RFP). The RFP will also include the selection criteria to be used by HA in selecting owner proposals. Before selecting a PBV proposal, the HA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing, complies with the cap on the number of PBV units per building, and meets the site selection standards described in this Chapter.

22.11.1 Owner Proposal Selection Procedures

[24 CFR 983.51]

HA will select PBV proposals in accordance with the selection procedures in its administrative plan and each individual RFP. It will select PBV proposals by either of the following two methods.

Method One: Competitive Basis

HA will solicit application submissions in response to an RFP under a competitive selection process. HA will not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

Method Two: Prior Competitive Selection

The HA may select proposals that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was,

- $ subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME units);
- where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and
- where the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

In specific instances, PBV assistance can be awarded non-competitively and posted for public notification. These proposals can be presented at any time. Owners are not required to wait for publication of a Request for Proposal to present a proposal for consideration under the guidelines of non-competitive selection. However, the HA must publish the award of any units under the PBV program in a newspaper of general circulation. Every effort will be made to do this within 30 days.

22.11.2 Solicitation and Selection of PBV Proposals

HA procedures for selecting PBV proposals will be designed and operated to provide broad public notice of the opportunity to offer PBV proposals for its consideration. The public notice procedures will include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the HA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties. HA Policy for requesting proposals is listed below by unit type.

22.11.3 HA Request for Proposals for Rehabilitated and Newly Constructed Units

HA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals:

- *The Fresno Bee*
- *The Business Journal*

HA will post the RFP and proposal submission rating and ranking procedures on its electronic website.

Publication of its advertisement will be carried in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units that HA estimates it will be able to assist under the funding the HA has made available. Proposals will be due in the HA office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the HA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

HA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP;
- Extent to which the project furthers HA's goal of deconcentrating poverty and expanding housing and economic opportunities.

22.11.4 HA Requests for Proposals for Existing Housing Units

[24 CFR 983.51(c)]

HA will follow the same process in requesting proposals for existing housing units as described in Section 21.10.3 above, except that owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner=s obligations under the tenant-based program;

- Extent to which the project furthers the HA goal for deconcentrating poverty and expanding housing and economic opportunities; and

- Extent to which units are occupied by families that are eligible to participate in the PBV program.

22.11.5 HA Selection of Proposals: Previous Competition

HA will periodically advertise it is accepting proposals for PBV assistance from owners of units which were competitively selected under another federal, state or local housing assistance program. Advertisements will be published in the following newspapers and trade journals:

- *The Fresno Bee*
- *The Business Journal*

In addition to, or in place of advertising, HA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The HA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the HA goal of deconcentrating poverty and expanding housing and economic opportunities; and

- Extent to which the proposal compliments other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

22.11.6 HA Notice of Owner Selection

[24 CFR 983.51(d)]

HA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures will include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

Within 10 business days of HA making the selection, the HA will notify the selected owner in writing of the owner=s selection for the PBV program. The HA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the HA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals which were used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The HA will also post the notice of owner selection on its electronic web site.

HA will make available to any interested party its rating and ranking sheets and documents that identify the basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. HA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

HA will make these documents available for review at its Central Office during normal business hours. The cost for reproduction of allowable documents will be according to the department=s general policy, which is $.50 for the first page and $.30 per page thereafter, plus $20 per hour for staff time or $5 per quarter hour or fraction thereof.

22.11.7 Prohibition of Excess Public Assistance: Subsidy Layering Requirements

[24 CFR 983.55]

HA will provide PBV assistance only in accordance with HUD subsidy layering regulations and other requirements. However, a subsidy layering review is not required in the case of a HAP contract for an existing project or if a subsidy layering review has been conducted by the applicable State or local agency.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

HA will submit the necessary documentation to HUD for a subsidy layering review. The Authorities will not enter into an Agreement or a HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

22.11.8 Cap on Number of PBV Units in A Project

[24 CFR 983.56]

25 Percent per Project Cap
[24 CFR 983.56(a)]

In general, the HA will not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project. “Project” is defined to mean “a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land”.

Exceptions to 25 Percent per Project CAP

[24 CFR 983.56(b)]

Exceptions are allowed and PBV units are not counted against the 25 percent per project cap if the units are in a single-family building (one to four units) or are excepted units". Beyond this, HA will not impose any further cap on the number of PBV units assisted per project.

22.11.9 Excepted Units Within a Multifamily Project

"Excepted Units" mean units in a multifamily project that are specifically made available for qualifying families. Qualifying families are elderly or disabled families or families receiving supportive services. To qualify a family must have at least one member receiving at least one supportive service. The service can either be provided on site or utilized on a referral basis through staff services on site.

For qualifying families in Excepted Units, all services will be monitored annually. Families will be required to certify their participation in the supportive services, which will be verified by the HA. In addition, the owner must certify annually that it continues to provide a supportive services program. The owner must also notify the HA immediately once a family is no longer in compliance with their services obligation.

22.11.10 Site Selection Standards

[24 CFR 983.57]

Compliance with PBV Goals, Civil Rights Requirements, and HQS
[24 CFR 983.57(b)]

HA will not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an Agreement or HAP contract for units on the site, unless the HA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the HA=s Agency Plan and the Housing Choice Voucher=s administrative plan.

In addition, prior to selecting a proposal, the HA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

It is the HA=s goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal the Authorities will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, the HA will grant exceptions to the 20 percent standard where it is determined that the PBV assistance will compliment other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;
- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;
- A census tract where there has been an overall decline in the poverty rate within the past five years; or
- A census tract where there are meaningful opportunities for educational and economic advancement.

Under no circumstances will the HA approve PBV assistance in a census tract with a concentration factor greater than 75 percent of the community-wide poverty rate or forty percent, whichever is lower.22

22.11.11 Existing and Rehabilitated Housing Site and Neighborhood Standards

[24 CFR 983.57(d)]

HA will not enter into an Agreement to enter into a HAP contract (nor enter into a HAP contract for existing or rehabilitated housing) until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

22.11.12 New Construction Site and Neighborhood Standards

[24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;

The site must have adequate utilities and streets available to service the site;

The site must not be located in an area of minority concentration unless the HA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;

The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area;

The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;

The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;

The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

22.11.13 Environmental Review

[24 CFR 983.58]

HA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The HA will not enter into an Agreement nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of an existing structure, the HA is not required to undertake any environmental review before entering into a HAP contract, except to the extent such a review is otherwise required by law or regulation.

HA will not enter into an Agreement or a HAP contract with an owner, and the HA, the owner, and its contractors will not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

HA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The HA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

22.12 DWELLING UNITS

[24 CFR 983.101]

Overview

The housing quality standards for PBV are essentially the same as for Tenant Based Vouchers, except the requirements for Lead-Based Paint are exchanged for the following:

Lead-based Paint

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992(42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35,subparts A, B, H, and R, apply to the PBV program.

22.12.1 Housing Accessibility for Persons with Disabilities

[24 CFR 983.102]

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The HA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

22.13 INSPECTING UNITS

[24 CFR 983.103]

22.13.1 Pre-selection Inspection

[983.103(a)]

The HA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the HA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, HA will not execute the HAP contract until the units fully comply with HQS.

22.13.2 Pre-HAP Contract Inspections

[983.103(b)]

The HA must inspect each contract unit before execution of the HAP contract. HA will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

22.13.3 Turnover Inspections

[983.103(c)]

Before providing assistance to a new family in a contract unit, the HA must inspect the unit. The HA will not provide assistance on behalf of the family until the unit fully complies with HQS.

22.13.4 Annual Inspections

[983.103(d)]

At least annually during the term of the HAP contract, the HA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, the HA must reinspect 100 percent of the contract units in the building.

22.13.5 Other Inspections

[983.103(e)]

The HA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The HA must take into account complaints and any other information coming to its attention in scheduling inspections.

The HA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting HA supervisory quality control HQS inspections, the HA should include a representative sample of both tenant-based and project-based units.

22.13.6 Inspecting HA-Owned Units

[983.103(f)]

In the case of HA-owned units:

- The inspections must be performed by an independent agency as designated in this Chapter, rather than by HA.
- The independent entity will furnish a copy of each inspection report to HA and to the HUD field office.
- HA will take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the HA owner.

22.14 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

22.14.1 Applicability

[983.151]

Section 21.13 applies to PBV assistance for newly constructed or rehabilitated housing. This section does not apply to PBV assistance for existing housing.

Housing selected for this type of assistance, will not at a later date be selected for PBV assistance as existing housing.

22.14.2 Purpose of the Agreement to Enter into HAP Contract
[983.152(b)]

In order to offer PBV assistance in rehabilitated or newly constructed units, the HA must enter into an Agreement with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(a)].

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the HA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the HA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

22.14.3 Content of the Agreement
[983.152(c)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

Site and the location of the contract units;

Number of contract units by area (size) and number of bedrooms and bathrooms;

Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;

Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;

An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;

Estimated initial rents to owner for the contract units;

For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the HA, specifications and plans. For new construction units, the description must include the working drawings and specifications; and

22.14.4 Execution of the Agreement
[983.153]

The Agreement must be executed promptly after HA notice of proposal selection to the selected owner. However, the HA will not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the HA will not enter into the Agreement until the environmental review is completed and the HA has received environmental approval.

The HA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started**.**

22.14.5 Requirements of Development Work
[983.154]

Labor Standards

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner=s contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The HA must monitor compliance with labor standards.

Equal Opportunity

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR Part 135. The owner must also comply with federal equal employment opportunity requirements.

Disclosure of Conflict of Interest

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

22.15 COMPLETION OF HOUSING

[983.155]

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Required Evidence of Completion

At a minimum, the owner must submit the following evidence of completion to the HA in the form and manner required by the HA:

Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and

Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the HA=s discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

HA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The HA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

22.16 HA ACCEPTANCE OF COMPLETED UNITS

[983.156]

Upon notice from the owner that the housing is completed, the HA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The HA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the HA must not enter into the HAP contract.

If the HA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the HA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

22.17 HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

[983.201 to 983.209]

22.17.1 Overview

[983.202]

The HA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

22.17.2 HAP Contract Requirements

Contract Information

[983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project=s name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;

- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.

22.17.3 Execution of the HAP Contract

[983.204]

The HA will not enter into a HAP contract until each contract unit has been inspected and the HA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after the HA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the HA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

For existing housing, the HAP contract will be executed within 10 business days of HA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of HA determining that the units have been completed in accordance with the Agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

22.17.4 Term of HAP Contract

[983.205]

The HA will enter into a HAP contract with an owner for an initial term of no less than one year and no more than fifteen (15) years.

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

The HA may agree to enter into an extension at the time of the initial HAP contract or any time before expiration of the contract for an additional term of up to fifteen (15) years. For example, the HA may execute an initial HAP Contract good for 15 years for project-based units, and a separate HAP Contract granting an extension of another 15 years. When determining whether or not to extend an expiring PBV contract, HA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority;
- The condition of the contract units;

- The owner=s record of compliance with obligations under the HAP contract and lease(s);
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding could be used more appropriately for tenant-based assistance.

22.17.5 Termination by HA
[983.205(c)]

The HAP contract must provide that the term of the HA=s contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the HA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the HA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

22.17.6 Termination by Owner
[983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the HA. In this case, families living in the contract units must be offered tenant-based assistance.

22.17.7 Remedies for HQS Violations
[983.207(b)]

The HA will not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the HA determines that a contract does not comply with HQS, the HA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

HA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section H of Chapter 10, regarding enforcing owner compliance.

22.18 AMENDMENTS TO THE HAP CONTRACT
[983.206]

22.18.1 Substitution of Contract Units

At the HA=s discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Before any such substitution can take place, the HA must inspect the proposed unit and determine the reasonable rent for the unit.

22.18.2 Addition of Contract Units

At the HA=s discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per building and on the overall size of the HA=s PBV program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional PBV units in the same building. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

HA will consider adding contract units to the HAP contract when the HA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families)

Voucher holders are having difficulty finding units that meet program requirements.

22.18.3 HAP Contract Year, Anniversary and Expiration Dates

[983.206(c)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

22.19 OWNER RESPONSIBILITIES UNDER THE HAP

[983.208 to 983.209]

The owner is responsible for performing all the owner responsibilities under the Agreement and the HAP contract. 24 CFR 982.452 (Owner responsibilities) applies.

By execution of the HPA contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;

- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the HA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner=s knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family=s only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;

- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
- The family does not own or have any interest in the contract unit.

Additional HAP Requirements

Housing Quality and Design Requirements
[983.207]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the HA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The HA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

HA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The HA will specify any special design standards or additional requirements in the invitation for PBV proposals, the Agreement, and the HAP contract.

22.20 TENANT SELECTION AND OCCUPANCY
[983.251]

22.20.1 Selection of PBV Program Participants

Overview

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

22.20.2 Eligibility for PBV Assistance
[983.251(a)]

The HA will select families for the PBV program from those who have applied for admission to the voucher program. As with the tenant-based voucher program, eligibility for admission must be determined at the time of the formal application interview.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the HA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent

to the HA=s collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity.

HA will determine an applicant family=s eligibility for the PBV program in accordance with the policies in Chapter 4 (Eligibility for Admission) of this Administrative Plan.

22.20.3 In-Place Families [983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the HA is considered an Ain-place family.@ These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the HA=s waiting list. Once the family=s continued eligibility is determined (the HA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the HA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

22.20.4 Selection from the Waiting List
[983.251(c)]

The HA will establish a separate waiting list for PBV units, and will establish separate waiting lists for PBV units in particular projects. The HA will offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

HA will establish and manage separate waiting lists for individual projects that are receiving PBV assistance.

22.20.5 Selection from the Waiting List

Applicants who will occupy units with PBV assistance must be selected from the HA=s waiting list. The HA will place families referred by the PBV owner on its PBV waiting list.

22.20.6 Income Targeting

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted tot eh HCV program during the HA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, a HA may skip non-ELI families on the wait list in order to select an ELI family.

HA will monitor progress in meeting the ELI requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

22.20.7 Units with Accessibility Features

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the HA must first refer families who require such features to the owner.

22.20.8 Preferences

The PBV program differs from the tenant-based program in not offering a residency preference. The HA must provide an absolute selection preference for eligible in-place families as described in 24 CFR 983.251(b).

HA will provide a selection preference when required by the regulation (e.g. eligible in-place families, qualifying families for Aexcepted units@, and mobility impaired persons for accessible units). The HA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

22.20.9 Offer of PBV Assistance

[983.251(e)]

Refusal of Offer

The HA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

Refuse to list the applicant on the waiting list for tenant-based voucher assistance;

Deny any admission preference for which the applicant qualifies;

Change the applicant=s place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the HA=s selection policy;

Remove the applicant from the tenant-based voucher waiting list.

22.20.10 Disapproval by Landlord

[983.251(e) (2)]

If a PBV owner rejects a family for admission to the owner=s units, such rejection will not affect the family=s position on the tenant-based voucher waiting list.

22.21 ACCEPTANCE OF OFFER

[983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the HA will give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the HA must provide a briefing packet that explains how the HA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Information Packet

HA will provide each family attending the briefing with a packet which contains the following information:

(1) How HA determines the total tenant payment for a family;

(2) Family obligations under the program; and

(3) Applicable fair housing information.

Persons with Disabilities

If an applicant family=s head or spouse is disabled, the HA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. The HA=s reasonable accommodation policy is outlined in Chapter 1 of this Administrative Plan. In addition, the HA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The HA takes reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. This policy is described in Chapter One, Section L.

22.22 OWNER SELECTION OF TENANTS

[983.253]

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant=s ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(b)], and provide a copy to the HA.

Leasing

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the HA from the HA=s waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the HA=s subsidy standards.

22.23 VACANCIES

22.23.1 Filling Vacancies

[983.254]

The owner must promptly notify the HA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the HA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The HA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

The owner must notify HA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

The HA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

22.23.2 Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the HA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

If any contract units have been vacant for 120 days, HA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The HA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the HA=s notice.

22.24 TENANT SCREENING

[983.255(a)]

22.24.1 HA Responsibility

The HA is not responsible or liable to the owner or any other person for the family=s behavior or suitability for tenancy.

HA will screen applicants prior to offering a voucher according to Chapter 4, Section I (Other Criteria for Admissions) and Chapter 15, (Denial or Termination of Assistance) and may deny applicants based on such screening.

The HA must provide the owner with an applicant family=s current and prior address (as shown in HA records) and the name and address (if known by the HA) of the family=s current landlord and any prior landlords.

HA will make an exception to this requirement if the family=s whereabouts must be protected due to domestic abuse or witness protection.

In addition, the HA will apply the same policies regarding providing information the HA may have about a family, directly to the owner as described below. A statement of the HA=s policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family. The HA must give the same types of information to all owners.

HA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. The HA will orally provide the following information (for the last 5 years, providing the information is in the tenant file) to the owner, based on documentation in its possession:

- Eviction history
- Damage to rental units
- Other aspects of tenancy history (e.g., 3-Day Notices).

22.24.2 Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

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

22.25 LEASE

[983.256]

After an applicant has been selected from the waiting list, determined eligible by the HA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

22.25.1 Form of Lease

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a HA model lease.

HA will not review the owner=s lease for compliance with state or local law.

22.25.2 Lease Requirements

The lease for a PBV unit must specify all of the following information:

1. The names of the owner and the tenant;
2. The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
3. The term of the lease (initial term and any provision for renewal);
4. The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
5. A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and

6. The amount of any charges for food, furniture, or supportive services.

22.25.2 Tenancy Addendum

The tenancy addendum in the lease must state:

1. The program tenancy requirements;
2. The composition of the household as approved by the HA (the names of family members and any HA-approved live-in aide);
3. All provisions in the HUD-required tenancy addendum must be included in the lease.

The terms of the tenancy addendum prevail over other provisions of the lease.

22.25.3 Initial Term and Lease Renewal

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for Agood cause,@ or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, the HA must provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.

22.25.4 Changes in the Lease

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the HA a copy of all changes.

The owner must notify the HA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the HA and in accordance with the terms of the lease relating to its amendment. The HA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

22.26 MOVES

[983.257 to 983.261]

22.26.1 Owner Termination of Tenancy

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program. In the PBV program, terminating tenancy for Agood cause@ does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

22.26.2 Tenant Absence from the Unit

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by HA Policy. According to program requirements, the family=s assistance must be terminated if they are absent from the unit for more than 180 consecutive days.

22.26.3 Security Deposits

The owner may collect a security deposit from the tenant.

HA will allow the owner to collect a security deposit amount that is not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance form the tenant. The HA has no liability or responsibility for payment of any amount owed by the family to the owner.

22.26.4 Over-crowded, Under-Occupied, and Accessible Units

[983.259]

If the HA determines that a family is occupying a wrong size unit, based on the HA=s subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the HA must promptly notify the family and the owner of this determination, and the HA must offer the family the opportunity to receive continued housing assistance in another unit.

HA will notify the family and the owner of the family=s need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the HA=s determination. The HA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project

PBV assistance in another project

Tenant-based voucher assistance

If the HA offers the family a tenant-based voucher, the HA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family=s voucher (including any extension granted by the HA).

If the HA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the HA, or both, the HA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the HA.

When HA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30 day time frame, the HA will terminate the housing assistance payments at the expiration of this 30-day period.

The HA may make exceptions to this 30-day period if needed for reasons beyond the family=s control such as death, serious illness, or other medical emergency of a family member.

22.26.5 Family Right to Move

[983.260]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the HA. If the family wishes to move with continued tenant-based assistance, the family must contact the HA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the HA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family=s lease in the PBV unit, the HA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

22.26.6 Exceptions to the Occupancy Cap

[983.261]

The HA will not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a building unless the units are [24 CFR 983.56]:

In a single-family building;

Specifically made available for elderly or disabled families; or

Specifically made available for families receiving supportive services as defined by the HA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by the HA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a Aqualifying family@ in connection with the 25 percent per building cap exception (e.g. the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by the HA, and the HA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the HA.

HA will not provide PBV assistance for excepted units.

22.27 RENT TO OWNER (HOUSING ASSISTANCE PAYMENTS)

[983.301 to 983.305]

22.27.1 Determining Rent to Owner: Overview

[983.301(a)]

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner=s request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

22.27.2 Rent Limits

[983.301(b)]

The rent to owner must not exceed the lowest of the following amounts:

An amount determined by the HA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;

The reasonable rent; or

The rent requested by the owner.

22.27.3 Use of FMRs, Exception Payment Standards, and Utility Allowances

[983.301(f)]

When determining the initial rent to owner, the HA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the HA must use the most recently published FMR and the utility allowance schedule in effect at the time of reexamination. At its discretion, the HA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for reexaminations of rent, the 30-day period immediately before the reexamination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment standard amount for use in the PBV program.

Likewise, the HA will not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

Upon written request by the owner, the HA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or reexamination of rent. The owner must explain the need to use the previous FMR's or utility allowances and include documentation in support of the request. HA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the HA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or reexamination of rent, if the HA determines it is necessary due to budgetary constraints.

22.27.4 HA-Owned Units

[983.301(g)]

See Section 22.10 of this Chapter for information regarding rents for HA-owned PBV units.

22.27.5 Reexamination of Rent

[983.302]

The HA must redetermine the rent to owner upon the owner=s request or when there is a five percent or greater decrease in the published FMR.

22.27.6 Rent Increase

If an owner wishes to request an increase in the rent to owner from the HA, it must be requested at the annual anniversary of the HAP contract. The request must be in writing and in the form and manner required by the HA. The HA will only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g. adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

An owner=s request for a rent increase must be submitted to the HA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

The HA will not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

22.27.7 Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment. However, in the HA's sole discretion, the HAP contract may provide that the maximum rent permitted for a dwelling unit shall not be less than the initial rent for the dwelling unit under the initial HAP contract covering the unit.

22.27.8 Notice of Rent Change

The rent to owner is redetermined by written notice by the HA to the owner specifying the amount of the redetermined rent. The HA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

HA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

22.28 REASONABLE RENT

[983.303]

At the time the initial rent is established and all times during the term of the HAP contract the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the HA.

22.28.1 When Rent Reasonable Determinations are Required

The HA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;

The HA approves a change in the allocation of responsibility for utilities between the owner and the tenant;

The HAP contract is amended to substitute a different contract unit in the same building; or

There is any other change that may substantially affect the reasonable rent.

22.28.2 How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the HA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

In the case of dwelling units receiving low-income housing tax credits (LIHTC), the rent is considered reasonable if it does not exceed the greater of (1) the rent for other LIHTC assisted units in the project not occupied by families with tenant-based assistance, or (2) the payment standard established by the HA for a unit of the size involved.

22.28.3 Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the HA. The comparability analysis may be performed by HA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

22.28.4 Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the HA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

22.28.5 Determining Reasonable Rent for HA-Owned Units
[983.303(f)]

See Section 21.20 of this Chapter.

22.29 EFFECT OF OTHER SUBSIDY AND RENT CONTROL
[983.304]

22.29.1 Other Governmental Subsidies

At its discretion, a HA may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

An insured or non-insured Section 236 project;

A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;

A Section 221(d)(3) below market interest rate (BMIR) project;

A Section 515 project of the Rural Housing Service;

A project receiving low-income housing tax credits;

Any other type of federally subsidized project specified by HUD.

22.29.2 Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

22.29.3 Rent Control

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

22.30 PAYMENTS TO OWNER

22.30.1 Housing Assistance Payments for Occupied Units
[983.351]

During the term of the HAP contract, the HA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased

to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the HA agree on a later date.

Except for discretionary vacancy payments, the HA will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the HA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

22.31 VACANCY PAYMENTS

[983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the HA determines that the vacancy is the owner=s fault.

If HA determines that the owner is responsible for a vacancy and as a result is not entitled to keep the housing assistance payment, HA will notify the landlord of the amount of housing assistance payment that the owner must repay. The HA will require the owner to repay the amount owed in accordance with Chapter 18 of this administrative plan.

At the discretion of the HA, the HAP contract may provide for vacancy payments to the owner. The HA may only make vacancy payments if:

The owner gives the HA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner=s knowledge);

The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

The owner provides any additional information required and requested by the HA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the HA and must provide any information or substantiation required by the HA to determine the amount of any vacancy payment.

If an owner=s HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified HA of the vacancy in accordance with the policy in this Administrative Plan regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and HA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the HA within 10 business days of the request, no vacancy payments will be made.

22.32 TENANT RENT TO OWNER
[983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the HA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the HA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the HA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the HA. The owner must immediately return any excess payment to the tenant.

22.32.1 Tenant and HA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the HA.

Likewise, the HA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The HA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The HA will not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

22.32.2 Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the HA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

HA will make utility reimbursements to the family.

22.33 OTHER FEES AND CHARGES
[983.354]

22.33.1 Meals and Supportive Services

The owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

22.33.2 Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

CHAPTER 23
PROGRAM INTEGRITY

23.0 INTRODUCTION

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Fraud and abuse by a participant or applicant therefore, may constitute an intentional misrepresentation of income, assets, and allowances, or intentional misrepresentation of family composition or initiating and participating in bribes or other illegal activities. Intentional may mean a claim that a participant or applicant *knows or has reason to know* is false, fictitious, or fraudulent. *Knows or has reason to know* may mean a person acts in deliberate ignorance of the truth or acts in reckless disregard of the truth or falsity of the claim or statement.

23.1 CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The HA does not intend to undertake an inquiry or an audit of a participant family arbitrarily. The HA's expectation is that families will comply with HUD requirements, provisions of the lease, and other program rules. The HA staff will make an effort (formally and informally) to orient and educate all families in order to avoid unintentional violations**.** However, the HA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the HA' s attention, to investigate such claims.

The HA may initiate an investigation of a participant family in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips: Referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a participant family is in noncompliance with, or otherwise violating the lease or the program rules**.** Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable**.** A notation of the allegation will be retained in the participant family file.

Internal File Review: If the HA staff discovers (as a function of a (re)certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation: If the HA receives independent verification or documentation, which conflicts with representations in the participant family file (such as public record information, credit bureau reports, or reports from other agencies).

23.2 STEPS TO HELP PREVENT PROGRAM ABUSE AND FRAUD

Management and program staff utilize various methods and practices (listed below) to help prevent program abuse, noncompliance, and willful violations of program rules by applicants and participant families**.** This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by participant families.

- Things You Should Know (HUD-1140-OIG): This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all participant families / applicants to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.

- Program Orientation Session: Mandatory orientation sessions will be conducted by HA staff for all prospective participant families either prior to or upon execution of the lease**.** At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Things You Should Know" (HUD-1140-OIG) form to confirm that all rules and pertinent reg Participant Family Counseling: HA staff will routinely provide participant family counseling as a part of the recertification interview in order to clarify any confusion pertaining to program rules and requirements**.**

- Use of Instructive Sign and Warnings: Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

- Review and Explanation of Forms: During interviews, when such are conducted, staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

23.3 STEPS TO DETECT PROGRAM ABUSE AND FRAUD

HA staff will be trained to maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each family file will be reviewed. Such reviews may include, but are not limited to:

1. Changes in reported Social Security Numbers or dates of birth.
2. Authenticity of file documents.
3. Ratio between reported income and expenditures.
4. Review of signatures for consistency with previously signed file documents.
5. Assurance that verification of all income and deduction is present.

Observation. Management and program staff (to include maintenance personnel and policing authorities) will be provided to maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income and assets, including personnel and real property.

Public Record Bulletins. Reviewed by management and staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit Bureau inquiries may be made in the following circumstances:

1. Application Process.
2. Annual Re-certification.
3. When an allegation is received by the HA wherein unreported income sources are disclosed.
4. When a family's expenditures exceed his/her reported income, and no plausible explanation is given.

Enterprise Income Verification (EIV) Inquiries. Enterprise Income Verification is a system that enables PHAs to verify participant reported income and identify households that may have under reported the households' annual income. EIV inquires may be made in the following circumstances:

1. Annual Re-certification.
2. When an allegation is received by the HA wherein unreported income sources are disclosed.
3. When a family's expenditures exceed his/her reported income, and no plausible explanation is given.

23.4 THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

HA staff will encourage all families to report suspected abuse to the HA. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The HA will not follow up on allegations which are vague or otherwise nonspecific. They will only review allegations, which contain one or more independently verifiable facts.

Preliminary File Review

An internal file review will be conducted to determine if the subject of the allegation is a participant family of a Housing Programs Department assisted program and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review

If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the staff person who discovered the discrepancy will initiate an investigation to determine if the allegation is true or false

Interviews with Head of Household and/or Family Members

The HA staff person will discuss the allegation (or details thereof) with the head of household and/or family members by scheduling an appointment at the HA's Central Office. If necessary, an additional staff person may attend such interviews. If appropriate, current consent for release of information forms will be obtained to assist in the HA review.

Enterprise Income Verification (EIV) Inquiries

The HA will conduct Enterprise Income Verification inquires to identify households that may have under reported their households annual income.

23.5 HOW THE HA REVIEWS ALLEGATIONS OF ABUSE AND FRAUD

If the HA determines that an allegation or referral warrants follow-up, HA staff will conduct the review. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HA will ensure, where required, that a written authorization from the program participant for the release of information has been obtained.

Credit Bureau Inquiries (CBIs) In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

IRS Request for IRS Returns or W-2's may be required.

Verification of Credit In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.

Neighbors/Witnesses Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

Other Agencies Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records If relevant, the HA will review public records kept in any jurisdictional courthouse or county recorder's office. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

23.6 PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA

Documents and other evidence obtained by the HA during the course of an investigation. Will be considered "work product" and will be kept in a separate "work file." The work file will be kept locked. Such cases under review will not be discussed among the HA staff unless they are involved in the process, or have information, which may assist in the investigation.

The HA will maintain a Fraud Data Base System (FDBS), which will document the status of the cases and additional information in order to provide a tracking devise for all fraud cases. Access of the FDBS will be limited to the Executive Director, Director of Housing Programs, the Assistant Director of Housing Programs, and/or their designees.

In addition, the HA will track all repayment agreements resulting from an investigation to ensure families are staying current on their repayment agreements**.**

23.7 EVAULATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HA staff will review the facts to determine:

1. The type of violation (non-compliance, fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the tenant?
4. If the family is eligible for continued assistance.

Intentional Misrepresentations

When a family falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the family, an evaluation will determine whether or not:

1. The family had knowledge that his/her actions were wrong, and

2. That the family willfully violated a program requirement, a Family Obligation, or committed a serious violation of the lease.

Knowledge that the Action or Inaction Was Wrong

This will be evaluated by determining if the family was made aware of program requirements and prohibitions. The family's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The Family Willfully Violated the Law

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the family of the misrepresentation.

2. That the act was done repeatedly.

3. If a false name or Social Security Number was used.

4. If there were admissions to others of the illegal action or omission.

5. That the family omitted material facts, which were known to them (e.g., employment of self or other household member).

6. That the family falsified, forged or altered documents.

7. That the family conveyed and certified to statements during a rent (re)determination which were later independently verified to be false.

23.8 NOTIFICATION OF INVESTIGATION RESULTS

The family will be notified by mail of the proposed action no later than ten (10) business days after the conclusion of the Family Conference advising the family that:

- No fraud or misrepresentation was found
- Fraud or misrepresentation was found, but no restitution is owed
- Fraud or misrepresentation was found, and restitution is due the HA

Where due process is required, the notice to the family will comply with the policy in the Appeals/Grievance chapter of this Plan giving the family 10 calendar days by which to request an appeal. If the family does not reply in this timeframe, the HA will proceed to issue the Final Termination Notice.

23.9 DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Civil Remedies: The HA may:

1. Terminate tenancy and demand payment of restitution in full.
2. Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.
3. Terminate assistance and/or pursue restitution through civil litigation.
4. Terminate assistance and seek recovery through garnishment of wages or other forms of collection.
5. Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.

Criminal Referral: If the HA believes that the case meets the criteria established by the HA for prosecution, the HA may refer the case to other enforcement agencies.

Termination by the HA

In any event, and at the sole discretion of the HA, the HA may terminate rental assistance for a material breach of the application for discovery of material false statements or fraud, including but not limited to misrepresentation of facts, omitted pertinent information, or failure to inform Management of information it requires for an annual re-certification or interim adjustments, by the family or family member in connection with an application for assistance, with re-certification, or reexamination of income.

23.10 FRAUD AND PROGRAM ABUSE RECOVERIES

[24 CFR 982.163; 24 CFR 792.202; 24 CFR 982.555]

The HA may retain a portion of program fraud losses that the HA recovers from a family or owner through litigation, court order, or a repayment agreement.

The HA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. Regulations at 24 CFR 792.202 permit the HA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that the HA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing.

If HUD incurs costs on behalf of the HA related to the collection, these costs must be deducted from the amount retained by the HA.

23.11 OWNER-CAUSED ERROR OR PROGAM ABUSE

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing

assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

23.12 OWNER REIMBURSEMENT TO THE HA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to the HA any excess subsidy received. The HA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, the HA may allow the owner to pay in installments over a period of time.

In cases where the owner has received excess subsidy, the HA will require the owner to repay the amount owed in accordance with the policies in Chapter 18.

23.13 PROHIBITED OWNER ACTIONS

An owner participating in the HCV program must not:

- Make any false statement to the HA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by the HA
- Charging a security deposit other than that specified in the family's lease
- Charging the family for services that are provided to unassisted tenants at no extra charge
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
- Knowingly accepting incorrect or excess housing assistance payments
- Offering bribes or illegal gratuities to the HA Board of Commissioners, employees, contractors, or other HA representatives
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the HA
- Residing in the unit with an assisted family

23.14 REMEDIES AND PENALTIES PERTAINING TO OWNER PROGRAM ABUSE

When the HA determines that the owner has committed program abuse, the HA may take any of the following actions:

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 18.
- Terminate the HAP contract (See Chapter 14).
- Bar the owner from future participation in any HA programs.
- Refer the case to state or federal officials for criminal prosecution as described in this chapter.

CHAPTER 24
EIV SECURITY POLICIES AND PROCEDURES

24.0 PRIVACY PROTECTION POLICY

The HA accesses upfront income verification data through HUD's Enterprise Income Verification (EIV) System. The HA is required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g., electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification Data*. The HA has adopted and implemented EIV security procedures required by HUD as described in this chapter.

EIV tenant data will be used only to verify a resident's eligibility for participation in the Housing Choice Voucher Program and Low Income Public Housing to determine the level of assistance for which tenant is eligible.

24.1 PRIVACY ACT

Data provided via the EIV System will be protected to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a verity of Federal laws and regulations. The Privacy Act of 1974 as amended, 5 U.S.C. 552(a) is one such regulation.

Appendix 1 of the Housing Authorities of the City and County of Fresno EIV Security Policies and Procedures manual is a summary of the safeguards of the Privacy Act.

In compliance with HUD requirements, the HA will implement three types of safeguards, technical safeguards, administrative safeguards, and physical safeguards.

24.2 TECHNICAL SAFEGUARDS

The purpose of the Technical Safeguards is to:

- Reduce the risk of a security violation related to the EIV system's software, network, or applications
- Identify and authenticate all users seeking access to the UIV data
- Monitor the user activity on the EIV system

Description of the Technical Safeguards includes two types of controls built into the EIV system:

- User Identification and Authentication
  - Each user is required to have their own User ID and Password
  - The User ID identifies the program administrators and tenant information that the user is authorized to access
  - Passwords are encrypted and the password file is protected from unauthorized access
  - The system forces all users to change their password every 21 days and limits the reuse of previous passwords
  - After three unsuccessful attempts to log in, the User ID is locked and the user has to contact the PIH Security Administrator or the PIH User Administrator for further instructions.

- Online User Alerts
  - Online Warning messages that inform user of the civil and criminal penalties associated with unauthorized use of the UIV data

24.3 PHYSICAL SAFEGUARDS

The purpose of Physical Safeguards is to:

- Provide barriers between unauthorized persons and documents containing private data and computer media containing files that contain private data
- Provide immediate notification, noticeable under normal operating conditions, if the barrier is penetrated by unauthorized persons
- Prevent viewing or sensing of private information by any person by any means from outside the area confined by the barrier

Physical Safeguards

- Locked and monitored buildings, offices, or storage rooms
- Locked and monitored metal file cabinets
- Designated secure areas and equipment
  - Security rooms or locked office space with limited (minimum required) points of entry (e.g., doors)
  - Security rooms or locked office space with limited (minimum required) means of entry (e.g., keys)
  - Restricted areas with prominently posted signs or other indicators identifying them and limited points of entry
  - Physical and administrative means for monitoring access to the secure areas and access and use of the protected data
  - Restricted use printers, copiers, facsimile machines, etc.

- Secure computer systems and output
  - Retrieve all computer printouts as soon as they are generated so that UIV data is not left lying unattended in printers
  - Avoid leaving a computer unattended with UIV data displayed on the screen
  - Staff is prohibited from downloading UIV data information into computer or a CD.

- Secure disposal of UIV information
  - It is the PHA's policy and procedures to shred all UIV information upon purging tenant file.

24.4 ADMINISTRATIVE SAFEGUARDS

Purposes of the administrative safeguards

- Ensure all users who have access to EIV data have an Access Authorization form signed by the Executive Director of the Housing Authority on File
- Ensure all users who access the EIV system have a current signed Rules of Behavior and User Agreement on file
- Conduct quarterly reviews of all User IDs to determine if the user still has a valid need to access the EIV data, and
- Ensure the access rights are modified or revoked as appropriate.

The PIH Security Administrator and the PIH User Administrator will maintain the following security records and forms:

- EIV Rules of Behavior and User Agreement forms
- EIV Access Authorization Forms
- EIV Disposal records list
- EIV Security violation information
- Key control logs for secure areas or filing cabinets
- EIV Security Awareness Training records
- Records of internal audits to ensure that the Form HUD-9886 has been signed by each adult member of the household and is kept in the Confidential Tenant File.
- A record of all users who have approved access to EIV data including the date the access was granted and the date access was terminated
- Monitor User Session and Activity Report
- Monitor the Tenant Data Access Audit Report

24.5 CONDUCTING SECURITY AWARENESS TRAINING

Conducting security awareness training will:

- Ensure that all users of UIV data receive training in UIV security policies and procedures at the time of employment and at least annually afterwards
- Maintain a record of all personnel who have attended training sessions
- Communicate security information and requirements to appropriate personnel using various methods including discussions at group and managerial meetings and security bulletins posted throughout the work areas
- Distribute all User Guides and Security Procedures to personnel using UIV data

24.6 REPORTING OF IMPROPER DISCLOSURES

These security violations may include the disclosure of private data as well as attempts to access unauthorized data and the sharing of User IDs and passwords. Upon the discovery of a possible improper disclosure of UIV information or another security violation by a program administrator employee or any other person, the individual making the observation or receiving the information should contact the PIH Security Administrator or the PIH User Administrator. The Security Administrator or the User Administrator or designated staff should document all improper disclosures in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred regardless if the security violation was intentional or unintentional.

The following contacts should be made:

- The program administrator security officer should contact and provide the HA Executive Director or the designee with the written documentation; and
- The HA Executive Director or the designee should provide the HUD Field Office Public Housing Director with the written documentation

24.7 ENFORCEMENT

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

24.8 APPENDIX 1: SAFEGUARDS PROVIDED BY THE PRIVACY ACT

The Privacy Act provides safeguards for individuals against invasion of privacy by requiring Federal agencies, except as otherwise provided by the law or regulation to:

1. Permit individuals to know what records pertaining to them are collected, maintained, used or disseminated;
2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose from being used or made available for another purpose without their consent;

3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;
4. Collect, maintain, use or disseminate personally identifiable information in a manner that ensure the information is current and accurate, and that adequate safeguards are provided to prevent misuses of such information;
5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority; and
6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual adjustment factor (published by HUD in the Federal Register and used to compute annual rent adjustments)
ACC	Annual contributions contract
ADA	Americans with Disabilities Act of 1990
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as "the regulations")
CPI	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
FDIC	Federal Deposit Insurance Corporation
HA	Federal Housing Administration
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office
GR	Gross rent
HAP	Housing assistance payment
HCV	Housing choice voucher
HQS	Housing quality standards.
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System
IG	(HUD Office of) Inspector General
IPA	Independent public accountant
IRA	Individual Retirement Account
IRS	Internal Revenue Service
JTPA	Job Training Partnership Act
LBP	Lead-based paint
MSA	Metropolitan statistical area (established by the U.S. Census Bureau)
MTCS	Multi-family Tenant Characteristics System (now the Form HUD-50058 submodule of the PIC system)

NOFA	Notice of funding availability
OMB	Office of Management and Budget
PASS	Plan for Achieving Self-Support
HA	Public housing agency
PHRA	Public Housing Reform Act of 1998 (also known as the Quality Housing and Work Responsibility Act)
PIC	PIH Information Center
PIH	(HUD Office of) Public and Indian Housing
PS	Payment standard
QC	Quality control
QHWRA	Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)
REAC	(HUD) Real Estate Assessment Center
RFP	Request for proposals
RFTA	Request for tenancy approval
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
SEMAP	Section 8 Management Assessment Program
SRO	Single room occupancy
SSA	Social Security Administration
SSI	Supplemental security income
TANF	Temporary assistance for needy families
TR	Tenant rent
TTP	Total tenant payment
UA	Utility allowance
URP	Utility reimbursement payment
VAWA	Violence Against Women Reauthorization Act of 2005

B. GLOSSARY OF SUBSIDIZED HOUSING TERMS

***Absorption*.** In portability (under subpart H of this part 982): the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

***Accessible*.** The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

***Adjusted Income*.** Annual income, less allowable HUD deductions.

***Adjusted Annual Income*.** Same as Adjusted Income.

Administrative fee. Fee paid by HUD to the HA for administration of the program. See §982.152.

Administrative fee reserve (formerly "operating reserve"). Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes. See §982.155. Administrative fee reserves from FY 2004 and 2005 funding are further restricted to activities related to the provision of tenant-based rental assistance authorized under Section 8.

Administrative plan. The plan that describes HA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by the HA's board and included as a supporting document to the HA Plan. See §982.54.

***Admission*.** The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

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). *The* written contract between HUD and a HA under which HUD agrees to provide funding for a program under the 1937 Act, and the HA agrees to comply with HUD requirements for the program.

***Annual Income*.** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

Applicant (applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

Area Exception Rent. An amount that exceeds the published FMR. See §982.504(b).

"As-paid" States. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

***Assets*.** (See Net Family Assets.)

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

Budget authority. An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in a HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

Child. *A* member of the family other than the family head or spouse who is under 18 years of age.

***Child care expenses*.** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount

deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. *A* citizen or national of the United States.

Co-head. An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Common space**.** In shared housing: Space available for use by the assisted family and other occupants of the unit.

Computer match. The automated comparison of data bases containing records about individuals.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a HA.

Consent form**.** Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Congregate housing. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. A special housing type: see §982.606 to §982.609.

Contiguous MSA. In portability (under subpart H of part 982): 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 Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

Contract**.** (See Housing Assistance Payments Contract.)

Contract authority. The maximum annual payment by HUD to a HA for a funding increment.

Cooperative (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: see §982.619.

Cooperative member. A family of which one or more members owns membership shares in a cooperative.

Covered families**.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

***Dependent*.** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

***Disability assistance expenses*.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

***Disabled family*.** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person. See Person with Disabilities.

***Displaced family*.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic violence. Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

***Domicile*.** The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug-related criminal activity. As defined in 42 U.S.C. 1437f(f)(5).

Drug-trafficking. The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

***Economic Self-Sufficiency Program*.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see §5.603(c).

***Elderly family*.** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

***Elderly Person*.** An individual who is at least 62 years of age.

Eligible Family (Family). A family that is income eligible and meets the other requirements of the Act and Part 5 of 24 CFR.

Employer Identification Number (EIN). The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

Evidence of citizenship or eligible status. The documents which must be submitted to evidence citizenship or eligible immigration status. (See §5.508(b).)

Extremely Low Income Family. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. *(CFR 5.603)*

Facility. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

Fair Housing Act means title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988

Fair market rent (FMR). The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR part 888.

Family. Includes but is not limited to the following, is further defined in Chapter 4 of this Administrative Plan.

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family or a near-elderly family
- A displaced family
- The remaining member of a tenant family
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family rent to owner. In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program **(**FSS program). The program established by a HA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share. The portion of rent and utilities paid by the family. For calculation of family share, see §982.515(a).

Family unit size. The appropriate number of bedrooms for a family, as determined by the HA under the HA subsidy standards.

Federal agency. A department of the executive branch of the Federal Government.

First-time homeowner. In the homeownership option: A family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of home ownership assistance for the family. The term “first-time homeowner” includes a single parent of displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owner by his or her spouse.

Foster Child Care Payment. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

Full-time Student. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). (*CFR 5.603*)

Funding increment. Each commitment of budget authority by HUD to a HA under the consolidated annual contributions contract 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-in aide). A special housing type: see §982.610 to §982.614.

***Handicap*.** Any condition or characteristic that renders a person an individual with handicaps. See 24CFR 8.3.

***Handicap Assistance Expense*.** See "Disability Assistance Expense."

HAP contract. Housing assistance payments contract. (Contract). A written contract between the HA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Head of household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Housing assistance payment. The monthly assistance payment by a HA, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing agency (HA). *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. ("HA" and "HA" mean the same thing.)

Housing Quality Standards. The HUD minimum quality standards for housing assisted under the voucher program.

HUD. The Department of Housing and Urban Development.

Immediate family member. A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or any other person living in the household of that person and related to that person by blood and marriage.

Imputed Asset. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

Imputed Income. HUD passbook rate multiplied by the total cash value of assets. Calculation used when net family assets exceed $5,000.

Imputed welfare income. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

***Income*.** Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

Income For Eligibility. Annual Income.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee;

and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law

- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

***Individual with handicaps*.** Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

***Initial HA*.** In portability, the term refers to both: (1) A HA that originally selected a family that later decides to move out of the jurisdiction of the selecting HA; and (2) A HA that absorbed a family that later decides to move out of the jurisdiction of the absorbing HA.

Initial payment standard. The payment standard at the beginning of the HAP contract term.

Initial rent to owner. The rent to owner at the beginning of the HAP contract term.

***Jurisdiction*.** The area in which the HA has authority under State and local law to administer the program.

***Landlord*.** Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

***Lease*.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the HA.

***Live-in aide*.** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

Local Preference. A preference used by the HA to select among applicant families.

Low Income Family. A family whose income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% for areas with unusually high or low incomes.

Manufactured home. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type: see §982.620 and §982.621.

Manufactured home space. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See §982.622 to §982.624.

***Medical expenses*.** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.

Merger Date. October 1, 1999.

Minor. A member of the family household other than the family head or spouse, who is under 18 years of age.

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 income.

Monthly income. One twelfth of annual income.

Mutual housing. Included in the definition of "cooperative."

National. *A* person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets. (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, HAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen. *A* person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA). For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Office of General Counsel (OGC). The General Counsel of HUD.

Owner. Any person or entity with the legal right to lease or sublease a unit to a participant.

HA Plan. The annual plan and the 5-year plan as adopted by the HA and approved by HUD.

HA's quality control sample. An annual sample of files or records drawn in an unbiased manner and reviewed by a HA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

Participant *(participant family).* 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 (first day of initial lease term).

Payment standard. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

Person With Disabilities. A person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means and "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes). See "Individual with handicaps"

***Portability*.** Renting a dwelling unit with Section 8 housing choice voucher outside the jurisdiction of the initial HA.

***Premises*.** The building or complex in which the dwelling unit is located, including common areas and grounds.

***Private space*.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

***Processing entity*.** The person or entity that, under any of the programs covered, is responsible for making eligibility and related determinations and any income reexamination. In the Section 8 program, the "processing entity" is the "responsible entity."

Project-Based Vouchers. The Project-based vouchers program is administered by a pubic housing authority that already administers the tenant-based voucher program. Under the project-based voucher (PBV) program a local housing authority will enter into a contract with an owner for specific units for a specific term in order to 1) expand the affordable housing in the community, and 2) to provide rental assistance for qualifying low-income families. The voucher assistance is attached to the structure, rather than to the tenant, as occurs in the tenant-based voucher program.

Project owner. The person or entity that owns the housing project containing the assisted dwelling unit.

***Public Assistance*.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

Public Housing Agency (HA). Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

***Reasonable rent*.** A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

***Receiving HA*.** In portability: A HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher and provides program assistance to the family.

***Recertification*.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

***Remaining Member of Tenant Family*.** Person left in assisted housing who may or may not normally qualify for assistance on own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

Rent to owner. The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

Residency Preference. A HA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

Residency Preference Area. The specified area where families must reside to qualify for a residency preference.

Responsible entity*.* For the public housing and the Section 8 tenant-based assistance, project-based certificate assistance, and moderate rehabilitation programs, the responsible entity means the HA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Secretary**.** The Secretary of Housing and Urban Development.

Section 8**.** Section 8 of the United States Housing Act of 1937.

Section 8 covered programs. *A*ll HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under section 202 of the Housing Act of 1959.

Section 8 Homeownership Program. The S8 Homeownership option is used to assist existing Housing Choice Voucher (HCV) program participants to purchase a home using mortgage subsidy rather than rental subsidy. Under this subsidy option, HA will pay a monthly homeownership assistance payment. For further information, see Chapter 21 of this Administrative Plan.

Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended

Section 214 covered programs is the collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in §5.500.

Security Deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

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. A special housing type: see §982.615 to §982.618.

Shelter Plus Care Program. Not a Section 8 program, this program is funded by grants under the Steward B. McKinney Homeless Assistance Act. The program is designed to link rental assistance to supportive services for homeless individuals with disabilities and/or their families.

Single Person. A person living alone or intending to live alone.

Single room occupancy housing (SRO). A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A special housing type: see §982.602 to §982.605.

Social Security Number (SSN)**.** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special admission. Admission of an applicant that is not on the HA waiting list or without considering the applicant's waiting list position.

Special housing types**.** See subpart M of part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified Welfare Benefit Reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards. Standards established by a HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension. Stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If the HA decides to allow extensions or suspensions of the voucher term, the HA administrative plan must describe how the HA determines whether to grant extensions or suspensions, and how the HA determines the length of any extension or suspension. This practice is also called “tolling”.

Tenancy Addendum. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

Tenant. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent to owner. See “Family rent to owner”.

Term of Lease. The amount of time a tenant agrees in writing to live in a dwelling unit.

Total Tenant Payment (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Unit. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

Utility allowance. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a 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.

Utility reimbursement. In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Utility hook-up charge. In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Vacancy Loss Payments. (*Applies only to pre-10/2/95 HAP Contracts in the Rental Certificate Program*). When a family vacates its unit in violation of its lease, the owner is eligible for 80% of

the contract rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the HA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

Very Low Income Family. A low-income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.

Veteran. See Chapter 3, Section 3.3 of this Administrative Plan regarding for the definition of veteran as it relates to a local preference. See Chapter 4, Section 4.13 regarding its definition in regarding the restriction on eligibility of students.

Violent criminal activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher *(Housing Choice Voucher).* A document issued by a HA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for HA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Voucher holder. A family holding a voucher with an unexpired term (search time).

Voucher program. The housing choice voucher program.

Waiting list admission. An admission from the HA waiting list.

Welfare assistance. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), “welfare assistance” includes only cash maintenance payments from Federal or State programs designed to meet a family’s ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

Welfare-to-work (WTW) family. A family assisted by a HA with Voucher funding awarded to the HA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).