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: The Housing Authority of the City of Evansville PHA Code: IN016
PHA Type: ☐ Small ☐ 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: 966 Number of HCV units: 1906

3.0 **Submission Type**
☒ 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 mission of EHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination**.

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.

- Expand the supply of Assisted Housing through reducing public housing vacancies, leveraging other funds to create additional housing, and acquiring new buildings and or units.
- Improve the quality of assisted housing through the renovation and or modernization of public housing units, demolishing obsolete public housing and providing replacement public housing when possible.
- Increasing the choices in assisted housing by conducting outreach efforts to reach potential voucher landlords, operating homeownership programs, and the conversion of qualifying public housing units to vouchers
- Improving the quality of life and economic viability of our resident by taking actions to de-concentrate poverty, promote new mixed income housing opportunities with a secure environment
- Promote self-sufficiency by working to increase the number of employed persons in public housing units, attract supportive services to improve employability, connect with services to increase independence for the elderly and disabled
- Ensure equal opportunity in housing for all Americans by undertaking affirmative action measures to ensure access to assisted families regardless of race, color, religion, national origin, sex, familial status, and disability and by undertaking affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required

6.0 **PHA Plan Update**

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.
Copies of the Agency Plan can be found at the management office of each Asset Management office, and the EHA Central office these locations are as follows:

- EHA Central Office, 500 Court Street, Evansville, IN 47708
- Caldwell Homes 736 Cross Street, Evansville, IN 47713
- Fulton Square Apartments, 1328 Dresden, Evansville, IN 47710
- Buckner Towers, 717 Cherry Street, Evansville, IN 47713
- Kennedy Towers, 315 MLK Blvd Evansville, IN 47713
- Schnute Apartments, 1030 W. Franklin, Evansville, IN 47710
- White Oak Manor, 509 St. Joseph Ave, Evansville, IN 47712
- John Cable Centre, 1111 Cherry Street, Evansville IN 47713

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.*

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 **t**he *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.
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.
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.

9.0

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.

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	**Size**	Loca-tion
Income <= 30% of AMI	2141	5	3	3	5	4	3
Income >30% but <=50% of AMI	551	4	3	3	5	4	3
Income >50% but <80% of AMI	154	3	3	3	4	4	3
Elderly	158	4	2	2	4	2	3
Families with Disabilities	263	4	4	4	5	3	4
Race/Ethnicity	1774	3	3	3	3	4	5
Race/Ethnicity	1035	4	4	3	3	4	5
Race/Ethnicity	32	3	4	3	3	5	5
Race/Ethnicity	14	4	4	3	3	5	5

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.**

- Maximize the number of units available through vacancy reduction, reduced turn over time and the development of new public housing units.

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.

- EHA continues to work to improve the overall operation of the authority in an effort to make noted improvements in meeting the goals of the authority. EHA has consistently seen advancement in the provision of quality affordable housing for our community.
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(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"

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) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. 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. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

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

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

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

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

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

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

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

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

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

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

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

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1**) development name and number; **2**) designation type; **3**) application status; **4**) date the designation was approved, submitted, or planned for submission, and; **5**) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (**1**) Any programs relating to services and amenities provided or offered to assisted families; (**2**) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

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

(a) Hope VI or Mixed Finance Modernization or Development. **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

(c) Conversion of Public Housing. With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

(d) Homeownership. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) Project-based Vouchers. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

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

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

(a) To submit the initial budget for a new grant or CFFP;

(b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and

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

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

1. At the end of the program year; until the program is completed or all funds are expended;

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and

3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

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

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

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

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

(b) Significant Amendment and Substantial Deviation/Modification. PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

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

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

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1**, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

Part I: Summary The Housing Authority of the City of Evansville

PHA Name/Number IN016			Locality Evansville, IN		☒ **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
B.	Physical Improvements Subtotal	Annual Statement	484,977	484,977	484,977	484,977
C.	Management Improvements		120,000	120,000	120,000	120,000
D.	PHA-Wide Non-dwelling Structures and Equipment		25,000	25,000	25,000	25,000
E.	Administration		144,988	144,988	144,988	144,988
F.	Other		74,910	74,910	74,910	74,910
G.	Operations					
H.	Demolition					
I.	Development		200,000	200,000	200,000	200,000
J.	Capital Fund Financing – Debt Service		400,000	400,000	400,000	400,000
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		1,449,875	1,449,875	1,449,875	1,449,875

Part I: Summary (Continuation)

PHA Name/ Evansville Housing Authority			Locality (City/county & State)		☒**Original 5-Year Plan** ☐**Revision No:**	
A.	Development Number and Name	Work Statement for Year 1	Work Statement for Year 2 FFY 2010	Work Statement for Year 3 FFY 2011	Work Statement for Year 4 FFY 2012	Work Statement for Year 5 FFY 2013
	IN016-02 Caldwell Homes	FFY _____	96,977	96,977	96,977	96,977
	IN016-03 Fulton Square	Annual Statement	96,977	96,977	96,977	96,977
	IN016-067 Buckner/ Kennedy		96,977	96,977	96,977	96,977
	IN016-1011 Schnute/W. Oak		96,977	96,977	96,977	96,977
	IN016-025 Scatt. Sites		96,977	96,977	96,977	96,977

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

Work Statement for Year 1 FFY _____	Work Statement for Year 2011 FFY _____			Work Statement for Year: 2012 FFY _____		
	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	IN016-02 *Caldwell Homes*			IN016-02 *Caldwell Homes*		
Annual	Comp Mod	42	96,977	Comp Mod	31	96,977
Statement	IN016-03 *Fulton Square*			IN016-03 *Fulton Square*		
	Comp Mod	38	96,977	Comp Mod	44	96,977
	IN016-067 Buckner/ Kennedy			IN016-067 Buckner/ Kennedy		
	Interior painting	115	96,977	Comp Mod	108	96,977
	IN016-1011 Schnute/W. Oak			IN016-1011 Schnute/W. Oak		
	Comp Mod	115	96,977	Comp Mod	115	96,977
	IN016-025 Scatt. Sites			IN016-025 Scatt. Sites		
	Comp Mod	80	96,977	Comp Mod	30	96,977
	Subtotal of Estimated Cost		$ 484,887	Subtotal of Estimated Cost		$484,887

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

Work Statement for Year 1 FFY _____	Work Statement for Year 2013 FFY _____			Work Statement for Year: 2014 FFY _____		
	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	IN016-02 *Caldwell Homes*			IN016-02 *Caldwell Homes*		
Annual	Comp Mod		96,977	Comp Mod		96,977
Statement	IN016-03 *Fulton Square*			IN016-03 *Fulton Square*		
	Comp Mod		96,977	Comp Mod		96,977
	IN016-067 Buckner/ Kennedy			IN016-067 Buckner/ Kennedy		
	Comp Mod		96,977	Comp Mod		96,977
	IN016-1011 Schnute/W. Oak			IN016-1011 Schnute/W. Oak		
	Comp Mod		96,977	Comp Mod		96,977
	IN016-025 Scatt. Sites			IN016-025 Scatt. Sites		
	Comp Mod		96,977	Comp Mod		96,977
	Subtotal of Estimated Cost		$ 484,977			484,977

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

Work Statement for Year 1 FFY _____	Work Statement for Year 2011 FFY _____		Work Statement for Year: 2012 FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual	PHA WIDE		PHA WIDE	
Statement	Resident Training	80,000	Resident Training	80,000
	Staff Training	40,000	Staff Training	40,000
	Subtotal of Estimated Cost	$ 120,000	Subtotal of Estimated Cost	$ 120,000

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

Work Statement for Year 1 FFY _____	Work Statement for Year 2013 FFY _____		Work Statement for Year 2014 FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	PHA WIDE		PHA WIDE	
Annual	Resident Training	80,000	Resident Training	80,000
Statement	Staff Training	40,000	Staff Training	40,000
	Subtotal of Estimated Cost	$ 120,000	Subtotal of Estimated Cost	$ 120,000

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: The Housing Authority of the CIty of Evansville	**Grant Type and Number** Capital Fund Program Grant No: IN36P01650110 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2010** **FFY of Grant Approval:**

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]				
3	1408 Management Improvements	120,000			
4	1410 Administration (may not exceed 10% of line 21)	158,081			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	60,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	40,000			
10	1460 Dwelling Structures	602,734			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	25,000			
13	1475 Non-dwelling Equipment				
14	1485 Demolition	175,000			
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]	400,000			

[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: The Housing Authority of the City of Evansville	**Grant Type and Number** Capital Fund Program Grant No: IN36P01650110 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2010** **FFY of Grant Approval:**

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				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,580,815			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

[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: The Housing Authority of the City of Evansville	**Grant Type and Number** Capital Fund Program Grant No: IN36P01650110 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]	
IN016-02 Caldwell	Comprehensive Modernization	1460		502,734				
IN016-03 Fulton	Comprehensive Modernization	1460		20,000				
IN016-067 Buckner/Kennedy	Balcony Repairs, interior painting	1460		10,000				
IN016-1011 Schnute/W. Oak	Interior painting	1460		20,000				
IN016-25 Scattered Sites	Comprehensive Modernization`	1460		50,000				
IN016-02 Caldwell	Selective Demolition	1485		175,000				
	New Construction Development	1499		400,000				
IN016-03 Fulton	Office Renovations	1475		25,000				
	Administration	1410		144,988				
	Fees&Costs	1430		60,000				
	Security, Resident training, staff training	1408		120,000				
IN016-025 S. Sites	Drainage, sidewalk repair,	1450		40,000				

[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:	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

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]	

[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:					**Federal FFY of Grant:**
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	

[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:					**Federal FFY of Grant:**
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	
IN016-02 Caldwell	07/2012		07/2013		
IN016-03 Fulton	07/2012		07/2013		
IN016-067 Buckner/Kennedy	07/2012		07/2013		
IN016-1011 Schnute/W. Oak	07/2012		07/2013		
IN016-25 Scattered Sites	07/2012		07/2013		

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

PHA Name: EVANSVILLE HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: IN36P01650106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/2008** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	277,738		277,738	32,421
3	1408 Management Improvements	138,869		138,869	32,421
4	1410 Administration	138,869		138,869	125,959
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	55,000		55,000	43,363
8	1440 Site Acquisition				
9	1450 Site Improvement	45,027		45,027	21,395
10	1460 Dwelling Structures	703,214		703,214	191,220
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	10,000		10,000	7,364
14	1485 Demolition	61,000		61,000	61,000
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service	MOVED TO 1460		MOVED TO 1460	
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,429,717		1,429,717	515,147
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Evansville Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IN36P01650106 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost 1,429,717		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA WIDE	OPERATIONS	1406			277,738	277,738	32,421	In prog
PHA WIDE	MANAGEMENT IMPROVEMENT	1408			138,869	138,869	32,421	In prog
PHA WIDE	CF ADMINISTRATION	1410			138,869	138,869	125,959	In prog
PHA WIDE	FEE'S & COSTS	1430			55,000	55,000	12,909	In prog
PHA WIDE	Site Improvements	1450			45,027	45,027	21,395	In prog
PHA WIDE	Construction tools and equipment	1475			10,000	10,000	9219	In prog
16-2, CALDWELL	TILE FLOOR REPLACEMENT	1460			70,000	70,000	1,055	In prog
16-3, FULTON	STORM SEWER REPAIR	1450			10,000	10,000		In prog
	MASONRY REPAIR	1460			25,000	25,000		In prog
	TILE FLOOR REPLACEMENT	1460			3,178	3,178	52,155	In prog
16-4, ERIE	DEMOLITION	1460			61,000	61,000	61,000	In prog
16-5 TERRACE	APPLIANCE REPLACEMENT	1475			25,000	25,000		In prog
16-6, KENNEDY	ENTRY LOCK/LEVERSET REPL.	1460			5,000	5,000		In prog
	PARKING LOT REHAB	1450			35,000	35,000		In prog
	APPLIANCE REPLACEMENT	1475			53,127	53,127		In prog
16-7, BUCKNER	PLUMB. RENOVATIONS	1460			45,425	45,425		In prog
	APPLIANCE REPLACEMENT	1475			20,000	20,000		In prog
16-10, SCHNUTE	EXTERIOR RENOVATION	1460			356,484	356,484		In prog
16-11, W. OAK	TILE REPACEMENT	1460			5,000	5,000		In prog

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

PHA Name: Evansville Housing Authority	**Grant Type and Number** Capital Fund Program No: IN36P0160106 Replacement Housing Factor No:	**Federal FY of Grant:** 2006

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
16-2, Caldwell	06-06			09-07			
16-3, Fulton	06-06			09-07			
16-4, Erie	06-06			06-08			
16-5, Terrace Gardens	06-06			09-08			
16-6, Kennedy	09-06			06-09			
16-7, Buckner	09-06			06-09			
16-10, Schnute	09-06			09-09			
16-11, White Oak	09-06			09-08			
PHA WIDE	09-06			09-2010			

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

PHA Name: EVANSVILLE HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: IN36P01650107 **REVISION #1** Replacement Housing Factor Grant No: **06/30/2008**	Federal FY of Grant: 2007

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06-30-2008** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	285,943	185,820	185,820	
3	1408 Management Improvements	244,219	142,971	142,971	
4	1410 Administration	142,972	142,971	142,971	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	25,000	39,310	39,310	
8	1440 Site Acquisition				
9	1450 Site Improvement	10,000	15,000	15,000	
10	1460 Dwelling Structures	270,553	**685,602**	**685,602**	
11	1465.1 Dwelling Equipment—Nonexpendable	41,027			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	52,861	100,000	100,000	
14	1485 Demolition	10,000	100,000	100,000	100,000
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service	347,142	**MOVE TO OTHER**	**REVISED 06/08**	
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,429,717	1435,853	1435,853	
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Evansville Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IN36P01650107 Replacement Housing Factor Grant No: REVISED 06/08				**Federal FY of Grant:** 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost 1,435,853		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA WIDE	OPERATIONS	1406		277,738			277,738	In prog
PHA WIDE	MANAGEMENT IMPROVEMENT	1408		244,219			244,219	In prog
PHA WIDE	CF ADMINISTRATION	1410		138,869			138,869	In prog
PHA WIDE	FEE'S & COSTS	1430		25,000			25,000	In prog
PHA WIDE	Site Improvements	1450		10,000			10,000	In prog
PHA WIDE	DEBT SERVICE	1501		351,484	moved		moved	In prog
16-2, CALDWELL	COMP MODERNIZATION	1460		50,000	401,484		50,000	In prog
	APPLIANCE REPLACEMENT	1465		10,000			10,000	In prog
PHA WIDE	NON DWELLING EQUIP	1475		37861			37861	In prog
16-3, FULTON	COMP MOD	1460		25,000			25,000	In prog
16-4, ERIE	DEMOLITION	1460		10,000			10,000	In prog
PHA WIDE	Dwelling Equipment	1465		41,027			41,027	In prog
16-67 KENN/BUCKNER	PLUMBING IMPROVEMENTS	1460		10,000			10,000	In prog
	COMP MODNERIZATION	1460		20,000			20,000	In prog
16-1011 SCHNUTE/W.OAK	COMP MODERNZATION	1460		20,000			20,000	In prog
	EXTERIOR RENOVATION	1460		77,692			77,692	In prog
								In prog
16-25 SCATT.SITES	COMP MODERNIZATION	1460		25,000			25,000	In prog
	TREE SERVICE	1450		10,000			10,000	In prog

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

PHA Name: Evansville Housing Authority	**Grant Type and Number** Capital Fund Program No: IN36P0160107 Replacement Housing Factor No:	**Federal FY of Grant:** 2007

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
16-2, Caldwell	05/09			09/10			
16-3, Fulton	05/09			09/10			
16-1, Erie	05/09			09/10			
16-67, Kennedy/Buckner	06/09			03/10			
16-10, Schnute/W.Oak	06/09			03/10			
16-25 Scattered Sites	06/09			03/10			

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

PHA Name: EVANSVILLE HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: IN36P01650108 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	185,820			
3	1408 Management Improvements	142,971			
4	1410 Administration	142,971			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	39,310			
8	1440 Site Acquisition				
9	1450 Site Improvement	15,000			
10	1460 Dwelling Structures	332,324			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	100,000			
14	1485 Demolition	100,000			
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service	371,321			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,429,717			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Evansville Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IN36P01650108 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost 1,429,717.00		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA WIDE	OPERATIONS	1406			185,820			
PHA WIDE	MANAGEMENT IMPROVEMENT	1408			142,971			
PHA WIDE	CF ADMINISTRATION	1410			142,971			
PHA WIDE	FEE'S & COSTS	1430			39,310			
PHA WIDE	Site Improvements	1450			15,000			
PHA WIDE	Construction vehicles tools and equipment	1475			100,000			
16-2, CALDWELL	SELECTIVE DEMO	1460			70,000			
16-3, FULTON	INTERIOR REHAB	1450			10,000			
	MASONRY REPAIR	1460			25,000			
	TILE FLOOR REPLACEMENT	1460			3,178			
16-4, ERIE	DEMOLITION	1460			100,000			
16-5 TERRACE	APPLIANCE REPLACEMENT	1475			25,000			
16-6, KENNEDY	COM MOD	1460			5,000			
	PARKING LOT REHAB	1450			35,000			
	APPLIANCE REPLACEMENT	1475			53,127			
16-7, BUCKNER	PLUMB. RENOVATIONS	1460			45,425			
	APPLIANCE REPLACEMENT	1475			20,000			
16-10, SCHNUTE	COM MOD	1460			356,484			
16-11, W. OAK	TILE REPACEMENT	1460			5,000			

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

PHA Name: Evansville Housing Authority	**Grant Type and Number** Capital Fund Program No: IN36P0160108 Replacement Housing Factor No:	**Federal FY of Grant:** 2008

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
16-2, Caldwell	06-06			09-09			
16-3, Fulton	06-06			09-08			
16-4, Erie	06-06			06-09			
16-5, Terrace Gardens	06-06			09-2010			
16-6, Kennedy	09-06			06-09			
16-7, Buckner	09-06			06-09			
16-10, Schnute	09-06			09-2010			
16-11, White Oak	09-06			09-2010			
PHA WIDE	09-06			09-2010			

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:	**Grant Type and Number**	**FFY of Grant:**
The Housing Authority of the City of Evansville	Capital Fund Program Grant No: **IN36P01650109** Replacement Housing Factor Grant No:	2009 **FFY of Grant Approval:**

Type of Grant
□Original Annual Statement □Reserve for Disasters/Emergencies □Revised Annual Statement (revision no: **Revised 09.04.09**)
□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				
3	1408 Management Improvements	125, 000			
4	1410 Administration (may not exceed 10% of line 21)	158,082			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	65,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	30, 000			
10	1460 Dwelling Structures	1,072,733			
11	1465.1 Dwelling Equipment Nonexpendable				
12	1470 Non-dwelling Structures	30, 000			
13	1475 Non-dwelling Equipment				
14	**1485 Demolition**	100,000			
15	**1492 Moving to Work Demonstration**				
16	**1495.1 Relocation Costs**				
17	**1499 Development Activities** 4				
18a	**1501 Collateralization or Debt Service paid by the PHA**				
18ba	**9000 Collateralization or Debt Service paid Via System of Direct Payment**				
19	**1502 Contingency (may not exceed 8% of line 20)**				
20	**Amount of Annual Grant: (sum of lines 2 – 19)**	1, 580, 815			
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**				

' 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 1 00% of CFP Grants for operations.
4 RHF funds shall be included here.

Part I: Summary

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

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

Signature of Executive Director	Date	Signature of Public Housing Director	Date

Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FFY of Grant:
Evansville Housing Authority	**Capital Fund Program Grant No: IN36P01650109** **CFFP (Yes/ No):** **Replacement Housing Factor Grant No:**	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]	
PHA WIDE								
PHA WIDE	MANAGEMENT IMPROVEMENT		1408	125,000				
PHA WIDE	CF ADMINISTRATION		1410	158,082				
PHA WIDE	FEE'S & COSTS		1430	65,000				
16-2 Caldwell	Site Improvements		1450	50,000				
16-2, CALDWELL	Comp Mod – interior rehab		1460	652,733				
	Selective demolition		1485	200,000				
16-3, FULTON	Comp-Mod-interior rehab		1460	50,000				
	Masonry repairs		1460	25,000				
16-67,	Comp-Mod-interior rehab		1460	25,000				
Buckner/Kennedy	Mechanical improvements		1460	25,000				
16-1011-	Comp-Mod-interior rehab		1460	25,000				
16-25 Scatt.	Comp-Mod- exterior/interior		1460	150,000				
PHA WIDE	Mechanical Improvements - Office		1470	30,000				

[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.

PartII: SupportingPages

PHA Name: Evansville Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No:** **IN36P01650109** **CFFP (Yes/ 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

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: The Housing Authority of the City of Evansville					**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	
16-2, Caldwell	03/2011			03/2012	
16-3, Fulton	03/2011			06/2012	
16-6, Kennedy/Buckner	02/2011			03/2012	
16-10, Schnute/W. Oak	02/2011			03/2012	
16-25 Scatt. Sites/John	02/2011			06/2012	

[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.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: The Authority of the City of Evansville					**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	

[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:	**Grant Type and Number**	**FFY of Grant:**
The Housing Authority of the City of Evansville	Capital Fund Program Grant No: **IN36S01650109** Replacement Housing Factor Grant No:	2009 **FFY of Grant Approval:**

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				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	183,525			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	25,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,626,730			
11	1465.1 Dwelling Equipment Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	**1485 Demolition**				
15	**1492 Moving to Work Demonstration**				
16	**1495.1 Relocation Costs**				
17	**1499 Development Activities** 4				
18a	**1501 Collateralization or Debt Service paid by the PHA**				
18ba	**9000 Collateralization or Debt Service paid Via System of Direct Payment**				
19	**1502 Contingency (may not exceed 8% of line 20)**				
20	**Amount of Annual Grant: (sum of lines 2 – 19)**	1,835,255			
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**				

' 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 1 00% of CFP Grants for operations.
4 RHF funds shall be included here.

Part I: Summary

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

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

Signature of Executive Director	Date	Signature of Public Housing Director	Date

Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FFY of Grant:
Evansville Housing Authority	**Capital Fund Program Grant No: IN36S01650109** **CFFP (Yes/ No):** **Replacement Housing Factor Grant No:**	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]	
	Administration	1410		183, 526				scheduled
16-067								
Buckner/Kennedy	Exterior Renovation	1460		850,000				scheduled
	Interior Rehabilitation	1460		776729				scheduled
	Fees and costs	1430		25,000				scheduled

[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.

PartII: SupportingPages

PHA Name: Evansville Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No:** **IN36S01650109**	**CFFP (Yes/ 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]	

[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: The Housing Authority of the City of Evansville					**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	
16-067 Buckner/Kenn	12/2009		11/2010		
Exterior Renovation	12/2009		11/2010		
Comprehensive	12/2009		11/2010		
Fees and costs	12/2009		11/2010		

[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: The Authority of the City of Evansville					**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	

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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:	**Grant Type and Number**	**FFY of Grant:**
The Housing Authority of the City of Evansville	Capital Fund Program Grant No: **IN01600000109T** Replacement Housing Factor Grant No:	2009 **FFY of Grant Approval:**

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				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	**1485 Demolition**				
15	**1492 Moving to Work Demonstration**				
16	**1495.1 Relocation Costs**				
17	**1499 Development Activities** 4	2,415,000			
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)**	2,415,000			
21	**Amount of line 20 Related to LBP Activities**				
22	**Amount of line 20 Related to Section 504 Activities**				
23	**Amount of line 20 Related to Security – Soft Costs**				
24	**Amount of line 20 Related to Security – Hard Costs**				
25	**Amount of line 20 Related to Energy Conservation Measures**				

' 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 1 00% of CFP Grants for operations.
4 RHF funds shall be included here.

Part I: Summary

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

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

Signature of Executive Director	Date	Signature of Public Housing Director	Date

Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FFY of Grant:
Evansville Housing Authority	**Capital Fund Program Grant No: IN01600000109T** **CFFP (Yes/ No):** **Replacement Housing Factor Grant No:**	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]	
	Development former Erie Homes site			2,415,000				

[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.

PartII: SupportingPages

PHA Name: Evansville Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No:** **IN36S01650109**	**CFFP (Yes/ 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]	

[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: The Housing Authority of the City of Evansville					**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	
To be determined	09/2010		09/2011		

[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: The Authority of the City of Evansville					**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	

[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:	**Grant Type and Number**	**FFY of Grant:**
The Housing Authority of the City of Evansville	Capital Fund Program Grant No: **INI01600101109R** Replacement Housing Factor Grant No:	2009 **FFY of Grant Approval:**

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				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	240,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	170,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	2,005,000			
11	1465.1 Dwelling Equipment Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	**1485 Demolition**				
15	**1492 Moving to Work Demonstration**				
16	**1495.1 Relocation Costs**				
17	**1499 Development Activities** 4				
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)**				
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**				

' 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 1 00% of CFP Grants for operations.**
4 **RHF funds shall be included here.**

Part I: Summary

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

Type of Grant
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□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

Signature of Executive Director	Date	Signature of Public Housing Director	Date

Part II: Supporting Pages IN01600101109R

PHA Name: Evansville Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No: IN36S01650109** **CFFP (Yes/ No):** **Replacement Housing Factor Grant No:**	**Federal FFY of Grant:** 2009

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Administration	1410		240,000				
	Fee's & Costs	1430		170,000				
	Energy Conservation Measures							
	New Geo-Thermal Systems	1460		2,005,000				

[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.

PartII: SupportingPages

PHA Name: Evansville Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No:** **IN36S01650109**	**CFFP (Yes/ 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]	

[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 IN01600101109R

PHA Name: The Housing Authority of the City of Evansville					**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	
IN1011 Schnute	09/2010		09/2011		

[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: The Authority of the City of Evansville					**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	

[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.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY FOR THE CONVENTIONAL PUBLIC HUSING PROGRAM

HOUSING AUTHORITY of the city of Evansville

APROVED BY BOARD OF COMMISSIONERS: _____

Our Mission

We provide homes and connect people with services and opportunities

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Housing Authority of the City of Evansville, Indiana (herein referred to as HA) is responsible for public and affordable housing stock located throughout Evansville, Vanderburgh 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:

1. To provide improved living conditions for very-low and low-income families while maintaining their rent payments at an affordable level.
2. To operate a public housing authority that provides decent, safe, and sanitary housing within a suitable living environment for residents and their families.
3. 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
- 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 offices 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. The availability of specific accommodations will be made known by including notices on HA forms and letters to all families, and all requests 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 Evansville Housing Authority will have in each of its Management Offices a copy of our Policies and Procedures for review upon request which include:

A. Income Limits for Admissions
B. Excess Utility Charges
C. Utility Allowance Schedule
D. Current Schedule of Routine Maintenance Charges
E. Dwelling Lease
F. Grievance Procedure

In each of its Management Offices, the Evansville Housing Authority will post, in a Conspicuous place and at a height easily read by all persons including persons with Mobility disabilities, the following information:

A. Fair Housing Poster
B. Equal Opportunity in Employment Poster
C. Any current Evansville Housing Authority Notices

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.

The concept of reasonable accommodation involves helping an applicant/resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

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 must make the request in writing and the applicant will be given a Verification of Reasonable Accommodation form to complete and return to the Authority management office.

The Manager will evaluate the request and send a decision to the applicant on the Reasonable Accommodations form within 60 working days.

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. 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.

E. 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.

Chapter 2

ELIGIBILITY AND SUITABILITY FOR ADMISSION TO PUBLIC HOUSING [24 CFR Part 960, Subparts A and 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. QUALIFICATIONS FOR ADMISSION

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

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

2. 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)

3. 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 (exception noted for Police Officers per CFR 960.505 Occupancy by police officers to provide security for public housing residents.)

4. 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

5. Meets the Suitability Criteria as set forth in this chapter

6. Has no outstanding debts to **any housing authority**

THE HA SHALL PERMANENTLY DENY ADMISSION TO PUBLIC HOUSING UNITS TO PERSONS CONVICTED OF MANUFACTURING OR PRODUCING METHAMPHETAMINE ON THE PREMISES OF FEDERALLY ASSISTED HOUSING.

THE HA SHALL DENY ADMISSION TO SEX OFFENDERS WHO ARE SUBJECT TO A LIFETIME REGISTRATION REQUIREMENT UNDER A STATE SEX OFFENDERS REGISTRATION PROGRAM.

Timing for the Verification of Qualifying Factors

The HA shall not verify eligibility factors until the applicant's name rises to the top of the waiting list.

B. FAMILY COMPOSITION

1. Family status

   a. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.

      1. Children temporarily absent from the home due to placement in foster care are considered family members.

      2. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

   b. An **elderly family**, which is:

      1. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

      2. Two or more persons who are at least 62 years of age living together; or

      3. One or more persons who are at least 62 years of age living with one or more live-in aides.

   c. A **near-elderly family**, which is:

      1. 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;

      2. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

      3. 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.

d. A **disabled family**, which is:

1. A family whose head, spouse, or sole member is a person with disabilities;

2. Two or more persons with disabilities living together; or

3. One or more persons with disabilities living with one or more live-in aides.

e. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

f. A **remaining member of a tenant family**.

g. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

2. Income eligibility

a. To be eligible for admission to developments that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

b. To be eligible for admission to developments that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.

c. For single family scattered sites, the minimum income required is $15,000.00 annually. For other multi family (duplexes, tri-plexes) scattered sites, the minimum income required is $10,500.00 annually. These minimum requirements do not apply to disabled housing sites/ units

d. Income limits apply only at admission and are not applicable for continued occupancy.

e. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Evansville Housing Authority.

f. If the Evansville Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

g. Income limit restrictions do not apply to families transferring within our Public Housing Program.

3. Citizenship/Eligibility Status

a. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

b. Family eligibility for assistance

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule)

3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

4. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number prior to admission. Verification will be completed through the provision of a valid Social Security card issued by the Social Security Administration. Prior to admission other forms of verification deemed acceptable by the Authority will be accepted. Acceptable alternate forms of verification will include: benefit award letters, payroll records, driver's license, Social Security Office printouts, and INS letters/documents. This list may be periodically amended. Supervisory staff may authorize the use of other forms of verification on a case-by-case basis.

Failure of the family member to comply will result in a determination of ineligibility and the family will be notified accordingly.

5. Signing Consent Forms

a. In order to be eligible, each member of the family who is at least 18 years of age shall sign one or more consent forms.

b. The consent form must contain, at a minimum, the following:

1. A provision authorizing HUD or the Evansville Housing Authority permission to obtain from State Wage Information Collection Agencies (SWICA) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

2. A provision authorizing HUD or the Evansville Housing Authority permission to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

3. A provision authorizing HUD or the Evansville Housing Authority permission to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

4. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

C. 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 Section 8 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.

D. 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 960.203-205]

A. SUITABILITY CRITERIA

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

- To pay rent and other charges as required by the lease in a timely manner;
- To care for and avoid damaging the unit and common areas;
- To use facilities, appliances and equipment in a reasonable way;
- To create no health or safety hazards, and to report maintenance needs in a timely manner;
- Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the HA premises;
- Not to have ever been convicted of manufacturing or producing methamphetamine, on the premises of federally assisted housing;
- Not to be subject to sex offender lifetime registration under a State sex offender law*. An applicant with a history of sex crimes who is not subject to lifetime registration could still be denied admission based on the PHA's discretionary screening policies;
- To comply with necessary and reasonable rules and program requirements of HUD and the HA; and
- To comply with local health and safety codes.

* This requirement includes minors from 13 to 17 years of age.

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 so 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 will 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 Landlord Verification 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 Landlord Verification 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.

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

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:

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

2. 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;

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

4. 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;

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

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

7. 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.

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

   a. 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 960.203-204];
   b. Adversely affect the physical environment or financial stability of the development [24CFR 960.203-204];
   c. Violate the terms and conditions of the lease [24CFR 8.3];
   d. Require services from HA staff that would alter the fundamental nature of the HA's program [24 CFR 8.3].

B. 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 summary history information from State and/or local law enforcement agencies, and/or 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 or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

- 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.

- 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.

Denial of Admission for Drug-Related Criminal Activity:
The HA will permanently deny admission to those applicants convicted of manufacturing or producing methamphetamine on the premises of Federally assisted housing, in accordance with HUD regulations.

Any applicant evicted from federally assisted housing by reason of drug-related criminal activity within the previous three-year period shall be denied admission, unless the evicted resident successfully completed a rehabilitation program approved by the HA and is willing to continue with counseling and support activities.

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 are three or more incidents during the previous twelve months.

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:

- 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);
- 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
- 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).

Notwithstanding Sections a, b, and c, the HA reserves the right to deny admission to applicants who have engaged in any drug-related criminal activity within a previous three-year period. In such a determination, the HA will take into account the above-listed mitigating factors.

Denial of Admission for Violent Criminal Activity

In accordance with 24 CFR 960.204 (a)(4), the HA will deny admission to public housing for any applicant, which includes minors 13 to 17 years of age, 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 three years.

Other Criminal Activity

The HA will consider "other criminal activity" engaged in by an applicant in determination of suitability for public housing.

Right to Informal Hearing

Applicants denied admission to public housing based on drug-related, violent or other criminal activity may dispute the information revealed in the criminal summary history information or the determination made by the HA and request an informal hearing in accordance with the HA's grievance policy.

C. 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 ten 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

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.

D. 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.

D. 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, 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.

E. 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 welfare or benefit programs;
- Has a child (or children);
- Has children born out of wedlock;
- Is on welfare;
- Is a student.

F. APPEALS

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.

G. GROUNDS FOR DENIAL

The Evansville Housing Authority is not required or obligated to assist applicants who:

1. Do not meet any one or more of the eligibility criteria;

2. Do not supply information or documentation required by the application process;

3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

4. Have not met financial obligations, especially rent;

5. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;

6. Have a record of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

7. Have a record of disturbing neighbors or destruction of property;

8. Currently owes rent or other amounts to any federally funded housing program, or to EHA or any Housing Authority in connection with their Public Housing or Section 8 Programs;

9. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application;

10. Were evicted from federally assisted housing within three years of the projected date of admission because of drug-related criminal activity as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

11. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Evansville Housing Authority may waive this requirement if:

    a. The person demonstrates to the Evansville Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
    b. Has successfully completed a supervised drug or alcohol rehabilitation program;

c. Has otherwise been rehabilitated successfully; or
d. Is participating in a supervised drug or alcohol rehabilitation program.

12. Have engaged in or threatened abusive or violent behavior towards any Evansville Housing Authority staff or residents;

13. Have a household member who has ever been evicted from public housing;

14. Have a family household member who has been terminated under the certificate or voucher program;

15. Is currently on the Evansville Housing Authority's barred list.

16. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing property

17. Denied for Life: Has a lifetime registration under a State sex offender registration program.

If information is revealed that would cause the HA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity to appeal the denial according to the HA's hearing procedures by requesting an informal hearing with the Property Site Manager.

Chapter 3

[24 CFR Part 960.6-960.8]

APPLICATIONS AND MANAGEMENT OF THE WAITING LIST

PART I: APPLICATIONS

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. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and HA admissions preferences. The HA utilizes information provided during the application process to complete an accurate and timely determination of program eligibility and suitability.

A. HOW TO APPLY

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at the Management Offices of:

CALDWELL HOMES	**FULTON SQUARE**
736 Cross Street	1328 Dresden

BUCKNER TOWER	**KENNEDY TOWER**	**SCHNUTE APARTMENTS**
717 Cherry Street	315 S.E. MLK BLVD.	1030 W. Franklin Street

WHITE OAK MANOR	**JOHN CABLE HOUSING (SCATTERED SITES)**
509 N. St. Joe Ave.	1111 Cherry Street

Applications may be made in person at any of the above listed communities.

Applications may be mailed or emailed to interested families upon request. Application forms are available on the HA website, http://www.evansvillehousing.org

B. APPLICATION PROCEDURES

The purpose of the application is to permit the HA to process applications, assess family eligibility or ineligibility and to determine placement on the waiting list.

Applicants are required to inform the HA in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in the assisted program.

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the information gathered from the application, the family is determined to be "eligible" they will be notified in writing.

If the family is determined to be ineligible based on the information provided in the application, the HA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter 12 on "Grievances and Appeals."

All adult family members must attend the interview (if requested by the HA) and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship and a facsimile form with their signature shall suffice.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses three scheduled meeting(s), the HA will reject the application.

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

If an application is denied due to failure to attend the application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter 12 on Grievances and Appeals.)

At the time of the interview, all adult members will be required to sign Form HUD-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 that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

Information provided by the applicant will be verified, including information related to, but not limited to, family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

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) ten calendar days to supply the information.

If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance. (See Chapter 12 on Grievances and Appeals.)

D. VERIFICATION IN PROCESSING OF APPLICATIONS

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

Verifications

- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Cards of all family members (including infants)
- Landlord References or Personal Character References
- Citizenship or eligible immigration status
- Criminal History Report
- Birth Certificates of all family members
- Student status of adult family members age 18 yrs of age or older
- Eligibility of applicant (owing debts to HA's, etc)
- Other requested documentation as requested by the Authority

E. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HA will make a final determination of eligibility based upon information provided by the family, the verification conducted by the HA, and the determination of resident suitability (see Chapter 2 on Eligibility for Admission).

As the rules and regulations governing the housing program are subject to change by HUD and/or families may have experienced a change in circumstance(s) during the review process that may affect an applicant's eligibility, it is necessary to make final eligibility determination.

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

PART II: RESIDENT SELECTION AND ASSIGNMENT PLAN [24 CFR 960.206]

INTRODUCTION

It is the HA's policy that each applicant shall be assigned an appropriate place on a Site-based waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors of preference or priority. In filling an actual or expected vacancy, the HA will offer the dwelling unit to an applicant in the appropriate sequence and the HA will offer the unit until it is accepted. This Chapter describes the HA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

HA's Objectives

HA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

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

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

A. MANAGEMENT OF THE WAITING LIST

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

- The application will be retained on file in accordance with all HUD record retention requirements.
- All applications will be maintained in order of date and time of application receipt.
- All applicants must meet applicable income eligibility requirements as established by HUD.

Opening and Closing of the Waiting Lists

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

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

When the HA opens the waiting list, the HA will advertise through public notice in the local newspaper publications and radio public service announcements. The public notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- Brief description of the program.
- Limitations, if any, on whom may apply.

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

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

When Application Taking Is Suspended

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

During the period when the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is open.

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

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 24 months. The HA will give at least ten days' notice prior to closing the list.

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

Limits on Who May Apply

When the waiting list is open:

> Any family asking to be placed on the waiting list for public housing rental assistance will be given the opportunity to submit an application.

When the application is submitted to the HA:

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

Multiple Families in Same Household

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

B. HOUSING DEVELOPMENT WAITING LISTS

The HA offers suitable applicants the opportunity to place their name on a maximum of six (6) housing site waiting lists.

Applicants may select from the following list of housing developments:

John M. Caldwell Homes, Caldwell Terrace Gardens
Fulton Square, Fulton Terrace Gardens
White Oak Manor, William G. Schnute Apts.
John F. Kennedy Towers, George W. Buckner Towers
John Cable Centre, Bellemeade and Line St building
Scattered Sites

Reasonable action will be taken by the HA to assure that applicants can make informed choices regarding the development(s) in which they wish to reside. The HA may disclose information to applicants regarding the location of available sites, occupancy number and size of accessible units. The HA will also include basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

C. INCOME TARGETING

The HA will monitor its admissions to ensure that at least 20% 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."

D. UNITS DESIGNATED FOR THE ELDERLY

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 applicants only. In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age would receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

E. UNITS DESIGNATED FOR THE 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 disabled applicants only. In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

F. 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.

G. 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.

H. 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.

<u>Deconcentration and Income-Mixing Goals</u>

The HA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 20 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.

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 PHA Annual Plan.

Deconcentration Policy

If, at annual review, there are found to be development(s) with average income above or below the area median income and where the income profile for a general occupancy development above or below the area median income is not explained or justified in the PHA 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:

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

I. 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, with the exception of an upward mobility housing unit such as Scattered Site housing.

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.

J. REMOVAL FROM WAITING LIST AND PURGING

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

If an applicant fails to respond within (10) ten calendar days, and the HA has made a reasonable effort by attempting to contact the applicant via USPS and telephone then the applicant, s/he will be removed from the waiting list.

If a letter is returned by the Post Office with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, the applicant will have to re-apply by completing a new application. A person with a disability may request a reasonable accommodation for being unable to reply within the proscribed period.of time.

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

Applicants are required to respond a HA update/purge letter to confirm their continued interest in the program.

K. OFFER OF ACCESSIBLE UNITS

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

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

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

1. 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.

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

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/currently housed resident that requests a transfer is determined eligible. When offering an accessible/adaptable unit to a non-mobility impaired 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, mobility impaired family.

L. 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, or national origin. 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 two (2) units within the Authority. If both offers are rejected, the applicant will be moved to the bottom of the waiting list. An applicant that rejects a third unit offer will be dropped from the waiting list. 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.

M. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Resident Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable. (See chapter 12 on Complaints, Grievances, and Appeals.)

N. APPLICANT STATUS AFTER FINAL UNIT OFFER

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.

O. TIME LIMIT FOR ACCEPTANCE OF UNIT

All offers for a unit shall be made in writing at the last known address of the applicant. Applicants must accept a unit offer within three (3) business days of the date the offer is made.

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

24 CFR Part 960 Subpart E

DWELLING UNIT OCCUPANCY STANDARDS

INTRODUCTION

This Chapter states the HA Occupancy Standards used to determine the appropriate type of 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	5	10

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

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

- A minimum of one person per bedroom.
- Adults of different generations, persons of the opposite sex (other than spouses and significant others) and unrelated adults will not be required to share a bedroom.
- Foster children will be included in determining unit size.
- Live-in attendants may be provided a separate bedroom, if an appropriate sized unit is available.
- Space may be provided for a child who is away at school but who lives with the family during school recesses.

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 (10) calendar days.

B. EXCEPTIONS TO OCCUPANCY STANDARDS

Persons with Disabilities

The HA will grant an exception to the occupancy standards 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.

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 Site-based 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 Property Manager who will make a determination after review of the situation, the individual circumstances, and the verification provided.

D. OCCUPANCY BY POLICE OFFICERS (24 CFR Part 960.505)

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

Police officers will not be required to be income eligible to qualify for admission to the HA’s public housing program

Chapter 5

DETERMINATION OF TOTAL TENANT PAYMENT AND FAMILY CHOICE IN RENTS [24 CFR 5.609, 5.611, 5.613, 5.615, 5.628]

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 Exemption

The HA will notify those participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.

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

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

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

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

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

Exemption to Minimum Rent

The HA will immediately grant the minimum rent exemption 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 Exemption

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

1. 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.
2. The family would be evicted as a result of the imposition of the minimum rent requirement.
3. The income of the family has decreased because of changed circumstances, including:
    a. Loss of employment as defined whereby an individual is out of work due to no fault of their own;
    b. Death of the Resident or other member of the Resident's household;
    c. 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 initial lump sum (in an amount determined by the HA) with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts up to $2,000

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 the chapter 13 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

Mandatory 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 a family whose head or spouse is 62 or over or disabled.
3. The sum of the following, to the extent the sum exceeds three percent of annual income: Unreimbursed medical expenses of any elderly family or disabled family; Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and.

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.

C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

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

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing 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.

4. Must have reported increase in income within 10 calendar days of the date of increase and be in good standing with the HA.

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.

<u>Tracking the Earned Income Exclusion</u>

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 reduction 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 to conduct an interim review of the families income/composition. This interim could raise the families rent portion between annual recertification. Residents must report all changes in the household composition within ten (10) days of the change.

Changes in Income

The HA's policy is to conduct an interim review of the families income/composition. This interim could raise the families rent portion between annual recertification. Additionally, if the family has an increase in earned income and wishes to benefit from the earned income exclusion, the family must report the increase in income within 10 calendar days of the date of the increase. If the HA determines that the family is a qualified family, the 12-month exclusion will begin on the first day of the month after the family reports the increase in income. At annual 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.

D. 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 exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

E. 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.

F. 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.

G. 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.)

H. 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:

a. 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.

I. 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 fifty percent (50%) of the retroactive amount due at the time of calculation and the balance of the amount over a six-month period.

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.

J. CONTRIBUTIONS TO RETIREMENT FUNDS—ASSETS

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

a. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
b. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. 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.

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

- The abuser in a documented child abuse situation, or

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

Child-care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the 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. 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.

M. 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.

N. 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 "Recertification's.") 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.

O. 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.
- Sanctions

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 Effort

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.

P. 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. Tenants who have chosen flat rents will not receive the utility allowance for tenant(s) paying utilities directly to the Utility supplier.

When the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment for the family in Scattered Site Housing each month.

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.

Q. EXCESS UTILITY PAYMENTS

Residents in units where the HA pays the utilities may be charged for excess utilities if additional consumption (excess consumption) is used. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

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. The HA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the HA. [24CFR 960.253]

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 annually.

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 such as: 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 form from the HA, on which the family will indicate whether they choose flat rent or income-based rent. The HA 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. This form will be retained in the resident's file.

Chapter 6

VERIFICATION

The Evansville Housing Authority will verify information related to waiting list, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified.

Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

A. ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, and forms signed by the family.

Other information will be verified by written verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Evansville Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral phone documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

B. TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. The first form of verification regarding tenant members income will be the (UIV) system. The Upfront Income Verification system must be used by the PHA at every household’s recertification date. This system is located at the (HUD) Housing and Urban Development website and is used as a tool to discourage fraud and obtain reported and unreported income on all household members living in the Evansville Housing Authority properties. To obtain written third party verification, the Evansville Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**Written verification (forms)**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS documents	INS card
Disability	Letter from SSI	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	Any document evidencing enrollment such as a report card
Need for a live-in aide	Letter from doctor or other medical professional knowledgeable of condition	N/A
Child care costs	Letter/Form from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond

Verification Requirements for Individual Items		
Item to Be Verified	**Written verification (forms)**	**Hand-carried verification**
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter/Forms from employer	Internet websites
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program	N/A

Verification Requirements for Individual Items		
Item to Be Verified	**Written verification (forms)**	**Hand-carried verification**
	- whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	Evidence of job start

C. VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Evansville Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Evansville Housing Authority may mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Evansville Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 36 months from the date of eviction or termination.

D. VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member must provide a Social Security number. New family members must provide this verification prior to being added to the lease.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Evansville Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Military IDs, passports, or other official documents that establish and state the number are also acceptable.

E. TIMING OF VERIFICATION

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Evansville Housing Authority will verify and update all information related to family circumstances and level of assistance.

F. FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified at least annually. This verification will be obtained prior to admission and annually at each reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission.

Chapter 7

TRANSFER POLICY

INTRODUCTION

It is the policy of the HA to permit a resident to transfer within or between housing developments when it is to the family's advantage to do so; when it is necessary to comply with occupancy standards; or when it will help accomplish the affirmative housing goals of the HA.

For purposes of the transfer policy, the "sending development" refers to the unit from which the family is moving and the "receiving development" refers to the unit to which the family is transferring.

The HA will always consider transfer requests as a reasonable accommodation for a person with a disability.

The transfer policy will be carried out in a manner that does not violate fair housing.

A. TRANSFERS AT THE REQUEST OF THE HA

The HA may require that a family transfer to another unit at the same housing development or to another housing development site when their present housing unit is no longer suitable as determined by the HA. These transfers may be made at the discretion of the HA for the following reasons:

1. Family Composition

A family will be required to transfer to another unit if its composition no longer conforms to HUD occupancy standards (i.e. the unit is too large or too small for the family size). The HA will offer the family the first available vacancy of appropriate size at the same housing development site. However, if circumstances such as severe overcrowding exist, the HA will offer the family appropriate housing at another housing development.

2. Transfer Due to Accessible Unit Requirement

When a non-disabled family has been housed in a unit with adaptations for a person with disabilities, the HA may require the family to transfer to another unit if the accessible unit is needed for an eligible disabled family. Before placing a non-disabled family in a modified unit, the HA must first offer the unit to disabled residents requiring a transfer to an accessible unit. Next, the HA will offer the modified unit to an eligible disabled applicant.

If no eligible applicant with disabilities is available when the unit becomes vacant and is ready for lease-up, a non-disabled family may lease the modified unit.

3. Special Circumstances

The HA may require transfers under special circumstances due to modernization and/or remodeling of a unit. In such cases, a family may be required to temporarily transfer to another unit at the same housing development or to another housing development site or to temporarily relocate to a location agreed upon by the family and the HA.

4, Transfers Due to Uninhabitable Conditions

The HA will require that a family transfer to another unit if their unit is determined to be uninhabitable. Families residing in units where severe threats to health or safety exist will be transferred as soon as possible. These circumstances may include the following: excessive fire damage, contaminated water supply, electrical outages which are expected to be of long duration, flooding, or lack of plumbing. The scheduling of such transfers will be determined according to the nature and severity of the circumstances, which have made the unit uninhabitable.

If a unit becomes 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 in determined after the transfer, the HA may still terminate the resident's tenancy.

B. TRANSFERS AT THE REQUEST OF THE RESIDENT

A resident shall have resided at their housing development site for a minimum of 36 months before being eligible to transfer. 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.)

Furthermore, the HA will consider in approving transfer requests, other than those for health and safety reasons, whether the resident is in good standing with the HA. Good standing means the resident has demonstrated prompt rent paying habits; the resident has demonstrated and maintained adequate housekeeping standards; the resident has a good overall record since living in public housing.

New applicants shall have priority over transfers except under the following conditions: Threat of Violence, Underhoused/Overhoused Families, Certified Medical Condition and other Administrative reasons as determined by the Housing Authority.

Transfers Due to Threat of Violence

The HA will review and consider on a case-by-case basis requests for transfers due to a reasonable fear of direct violence against the resident. Such requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime, or a victim of domestic violence. The HA may seek input from local law enforcement regarding all requests for transfers due to threats of violence. In considering whether to approve a transfer request, the HA will take into account the circumstances creating the risk of violence and make a final determination in the best

interests of the HA. If approved, transfers due to threat of violence shall have priority over any other transfer requests.

Transfer Request Procedure

Residents requesting to transfer to another unit or development are required to submit a Resident Request to Transfer Form to the site management office. The form will include the reason for the transfer and must include documentation verifying the reason for the transfer request.

Within ten calendar days, the Property Manager at the sending housing development site will review the request for transfer and determine if additional documentation is needed to support the request. He/she will determine if the resident is in good standing with the HA, has resided at the housing development for a minimum of 36 months and has not transferred from another site within the last four years. Once the resident has been determined to be "in good standing" the sending development will forward the resident's file to the Eligibility and Suitability Unit.

The Property Manager will review for final approval or denial within ten calendar days. If the request is approved, the 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 conference.

Transfer Fee

A non-refundable transfer fee in the amount of $200.00 will be charged for resident requested transfers (Excludes Upward Mobility Transfer).

Tenants in "good standing", which have maintained occupancy for a length of time of a minimum of 36 months may have their transfer fee waived at discretion of the vacating site property manager

C. TRANSFERS FOR UPWARD MOBILITY

Transfer Request Procedure

Residents requesting to transfer to another unit or development are required to submit a Resident Request to Transfer Form to the site management office. The form will include the reason for the transfer and must include documentation verifying the reason for the transfer request.

- Minimum of 12 months of occupancy at current housing site and be a tenant in "good standing"
- Minimum of 12 months of consistent employment or source of income
- Must meet eligibility requirements of desired housing site

Transfer Fee

A non-refundable transfer fee in the amount of $100.00 may be charged for resident requested transfers.

D. RESIDENTS' RESPONSIBILITY

Residents are responsible for all moving costs related to their transfer, except in cases where the transfer is at the request of the HA. In the case of transfers due to threat of violence, the HA will determine on a case-by-case basis whether the resident shall be responsible for moving costs. Upon approval of the transfer, residents must complete their move within ten (10) calendar days.

The resident will be charged rent on both units until the keys from the old unit are turned in to the HA for moves that take in excess of 10 days as allotted. A move-out inspection shall be conducted at the vacated unit immediately following the acceptance of the keys at the Property Manager's office. Any damages, beyond normal wear and tear, will be charged to the transferring tenant.

E. RECERTIFICATION

The date of annual recertification will not change upon the completion of the transfer. A resident may have more than one recertification during the first year following their transfer in accordance with the HA policy.

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 Part I & Part II of the Lease Agreement and Exhibits
- Lead Based Paint Information

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 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.
- A new lease is executed at the time of recertification.
- 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 Adjustment" 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 Part I of the Residential Lease Agreement Live-In Aide Certification 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 resident desires to add a new family member to the lease, and/or employ a Live-in aide.

In addition, the HA may exercise its discretion to screen prospective household members under the age of 18 provided a parent or legal guardian signs consent to allow the HA to access the juvenile records of the child. Sources to be checked may include any of the following:

- School Records (attendance/behavior)
- Juvenile Probation/Court Records
- Police Records

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 or an applicant needs the features of the unit and there is

another unit available for the applicant. This requirement will be a provision of the lease agreement.

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. Failure to maintain utility services during tenancy is a lease violation and grounds for termination of tenancy. Public Housing Development residents are responsible for payment of monthly excess utility amount.

H. SECURITY DEPOSITS

New residents must pay a security deposit to the HA at the time of admission.

The Security Deposit is either $100.00 for elderly or disabled and $200.00 for family developments.

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 Indiana State Law, within 45 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.

I. RENT PAYMENTS

The tenant rent is due and payable to the development that the resident resides 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 rent is not paid by the 7th day of the month, a late fee of $20.00 will be assessed.

If the development does not receive a payment by the seventh day of the month, 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 AUTHORITY OF THE CITY OF EVANSVILLE (EHA). The HA shall collect a fee of $25.00 in the event a check is not honored for payment. Residents who submit no more than two (2) checks within their current lease term that are not honored for payment will be required to make rent payments by money order only.

J. SCHEDULES OF MAINTENANCE CHARGES

A schedule of charges for maintenance services and repairs; which is incorporated into the lease by reference and shall be publicly posted in three (3) conspicuous places, such as the management office, hallway, and laundry area.

K. 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 as a guideline.

Residents who "fail" the inspection due to housekeeping or resident-caused damages will be given ten (10) calendar 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 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 with a 48 hour notice.

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 Indiana law, 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 or
a 30-Day Notice of Termination, 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 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 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.

Emergency Repairs to Be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

- Broken lock that affects unit security
- Broken window glass that affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)
- Plumbing leaks that have the capacity to create flooding or cause damage to the unit
- Gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard or electrical failure
- Roof leaks (depending on circumstances)
- Smoke detector malfunction/destruction (Resident who disengage smoke detectors for convenience purposes may be cited as being in violation of their lease agreement with the HA)
- Freight elevator operation
- HVAC malfunction (depending on unit and circumstances, e.g., weather)
- Defective stairs, handrails, guardrails/support apparatus

Entry of Premises Notices

The HA will give 48 hours advance written notice prior to entering the unit for all inspections other than emergencies inspections or repairs. Non-emergency entries to the unit will be made during reasonable hours of the regular business 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 inspections of its housing units, the family will receive at least ten (10) 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 lease violation and a re-inspection will be conducted after ten (10) calendar days by HA staff. Should the resident “fail” the re-inspection, the HA will issue another lease violation and may issue a termination of tenancy. In the event the resident is otherwise in good standing with no other violations, the HA will conduct a unit inspection every thirty (30) days for a twelve (12) month period and place the resident on probation.

Should the family fail to comply with subsequent re-inspections, this shall be considered 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 Indiana State law.

L. VISITOR 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 visits the unit for over fourteen (14) days within a twelve month period.

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 visitor 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 visitor 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.

M. 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.
13. The home occupation does not violate any Federal, State, or Local ordinances, laws, or regulations.

Criteria for Childcare Home Occupations

For those residents electing to provide childcare in their unit, the following additional requirements must be followed:

1. Criminal background check for all family members 18 years of age and older;
2. Executed Space Use Agreement (SUA) which will include the following:

   a. In accordance with applicable Indiana and local laws, the childcare provider shall maintain one of the following:

   - Liability insurance kept in force covering injury to clients and guests in the amount of at least One Hundred Thousand Dollars ($100,000) per occurrence and Three Hundred Thousand Dollars ($300,000) in the total annual aggregate, sustained on account of the negligence of the licensee or its employees; or

   - A bond in the aggregate amount of Three Hundred Thousand Dollars ($300,000);

   - A file of affidavits signed by each parent with a child enrolled in the home. The affidavit shall state that the parent has been informed that the family child care home does not carry liability insurance or a bond according to standards established by the state of Indiana, and that the parent has been informed that the liability insurance, if any, of the owner of the property may not provide coverage for losses arising out of, or in connection with, the operation of the family day care home, except to the extent that the losses are caused by, or result from, an action or omission by the owner of the property for which the owner of the property would otherwise be liable under the law.

A family day care home that maintains liability insurance or a bond pursuant to the above section, shall name the HA as an additional insured party on the liability insurance policy or bond with the following conditions being met:

The HA may make a written request to be added as an additional insured party;
the addition of the HA does not result in cancellation or non renewal of the insurance policy or bond carried by the family day care home;
any additional premium assessed for this coverage is paid by the HA.

   b. Copy of State of Indiana Child-Care License

3. Pass a Unit Inspection;

4. Comply with the Home Inspection Criteria;

5. Abide by and assure that childcare clients comply with the applicable terms of the Lease Agreement established for the benefit and well being of the Housing Development in which the Residence is located. The Lease Agreement is available in the Management office;

6. Provide to the Property Manager the names of each parent and child utilizing the childcare services;

7. Complete a safety training to be conducted by site Maintenance staff;

8. Notify the site Community Policing Program (CPP) that resident is conducting childcare in the unit;

9. Resident, as Licensee, shall comply with all applicable Federal, State, and local laws regarding the provision of childcare in the unit and comply with all terms of their Lease Agreement;
10. The HA shall ensure the peaceful enjoyment of all residents at the housing development;

11. Failure to comply with the Childcare Home Occupations Policy may result in the resident losing their housing;

12. Provide the site management office with the name of an alternate person as back-up child caretaker, including a copy of the person's Indiana Identification Card or Driver's License.

Chapter 9

PET POLICY

[24 CFR 5.309, 24 CFR 960.707]

INTRODUCTION

The purpose of this policy is to establish the HA's policy and procedures for ownership of common household pets in elderly and disabled 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.

This policy changes provisions previously applicable to elderly/disabled developments. Only residents who had pets prior on or before the effective date of the revised Pet Policy of October 1999 are allowed to keep pets providing they have adhered to the terms of the Pet Agreement – Addendum to Lease Agreement.

Animals That Assist Persons with Disabilities

Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify that:

- There is a person with disabilities in the household; and
- The animal has been trained to assist with the specified disability or is a support animal.
- Animals that are considered to be dangerous as defined in paragraph b. in the **GENERAL PROVISIONS** are not allowed.

GENERAL PROVISIONS

Common household pet is defined as:

A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles).

Inapplicability of this policy:

The Evansville Housing Authority will not apply or enforce this policy against animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities.

Applicability of this policy:

A resident of a dwelling unit in public housing (family and elderly) may own one (1) common household pet subject to the following rules:

1. if the resident maintains the pet responsibly,
2. if the resident complies with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations,
3. if the resident complies with the following requirements established in the Evansville Housing Authority's agency plan,

   a. Payment of a $300.00 pet deposit ($150.00 of which is nonrefundable) for all new cats or dogs added to the household after October 1999. Any cat or dog documented in the resident folder prior to the above date will not be required to pay the $300.00 pet deposit. The pet deposit shall be used to cover reasonable expenses directly attributable to the presence of the dog or cat, such as repairs and/or deodorizing the apartment or house. The remaining $150.00 of the pet deposit shall be refunded within (45) days after the resident vacates and/or upon removal of the pet and verification that the apartment or house complies with the existing Housing Quality Standards.

   b. Residents are limited to one cat, dog or one other common household pet in their apartment or scattered site house. **The following animals are considered dangerous and therefore are NOT allowed on EHA's property: rottweiler, Doberman pincher, pit bull, bull mastiff, chow chow, snakes, spiders, iguanas and lizards. This list is not exhaustive and shall include any animal determined or listed as a "prohibited animal" by the Animal Control Chapter of the City Code, Title 9.90.01 et seq., Indiana statute or any applicable law, which includes but is not limited to non-domesticated, vicious, exotic, poisonous, dangerous or potentially dangerous animals, shall be permitted.**

   c. The adult weight of any cat or dog must not exceed twenty-five (25 lbs) pounds and must not be more than ten to twelve (10"-12") inches in height at shoulders.

   d. The resident must ensure that their pet and apartment is kept in a clean, sanitary and healthy manner and the pet is not confined so as to be forced to stand, sit, or lie in its own excrement. The pet must have sufficient and wholesome food and water. In addition, the pet must receive proper medical care as necessary to prevent the transmittal of any disease to another animal or humans. Cats and dogs shall be properly treated to prohibit flea infestation of the animal and the unit. No pet may be kept in

violation of State or Local Animal Control regulations, ordinances, humane or health laws.

e. There will be a charge for treatment of your apartment or scattered site house infested with fleas. This charge will include the actual cost that the Evansville Housing Authority will pay to clean and treat the rental unit for damage done by the pet.

f. Food for all cats and dogs cannot be left in the feeding dish on the floor, counter or anywhere in the unit for any unreasonable period of time.

g. Should it become necessary for the EHA staff to remove pet waste from any common area, there will be a $100.00 charge.

h. Cats and dogs cannot be left unattended for more than eight (8) hours in the dwelling units.

i. Residents shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of Residents; whether by loud barking, howling, biting, scratching, running loose in hallways or common areas or other such activities.

j. The resident is responsible for any and all actions and/or damages done by their pet.

k. Residents shall not alter their unit, patio, and yard or unit area to create an enclosure for an animal.

l. Resident must provide a photo, name, and description of the pet to be placed in the Resident file at initial occupancy and annual re-certification along with proof of shots and license annually. The Property/Site Manager will periodically view the pet and note the description on back of the Continued Occupancy Sheet.

m. Residents are prohibited from feeding stray animals. The feeding of stray animals constitutes having a pet without permission from the EHA.

n. No visiting pets will be allowed. No “animal” sitting will be allowed. Only a registered pet that belongs to the Resident is permitted.

o. Pets must be kept in the pet carrier if Maintenance has to service the apartment, Management or other EHA personnel have to conduct an inspection, or an authorized Contractor, such as the Exterminator, has to work in the unit. Should the unit require extermination by spraying chemicals, the Resident must remove the pet from the household during this procedure.

p. If, while on Evansville Housing Authority property, a person is bitten by a Resident’s pet, the Resident must remove the pet within twenty-four (24) hours

and will be held responsible for damages and medical bills caused by pet. This does not apply in cases of burglary.

q. If changes occur, such as the pet dying or removal from the unit, the Resident must report the change to the Property/Site Manager within ten (10) days. The Property/Site Manager must verify the information received and conduct an inspection of the unit for damages.

r. Should the Resident be placed on a Housekeeping Addendum, the Resident may be required to remove the pet from the apartment or scattered site house. The Resident shall take adequate precautions to eliminate any pet odors within or around the unit and maintain the unit in a sanitary condition at all times.

s. Cats and dogs must be on a leash or in a carrier while outside the unit unless in a EHA designated animal zone. The maximum length of the leash is four (4) feet. If not in a carrier a muzzle must be worn by cats and dogs. No person under eighteen (18) years of age may walk a cat or dog without a responsible adult. The Resident must immediately remove any cat or dog feces droppings. The Resident walking a dog must have in their possession a “pooper scooper”, plastic bag, or similar device to pick up the pet’s excrement.

t. No animal is to be staked or tied to the building, doors, and trees or anywhere on the grounds.

u. Violation of any of these rules set forth in this policy shall be grounds for eviction.

v. The resident shall register their pets with EHA before it is brought onto the property, and must update the registration at least annually. The registration must include:

1. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals stating that the pet has received all inoculations required by applicable State and local law;
2. Information sufficient to identify the pet and to demonstrate that it is a common household pet;
3. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated,, or is otherwise unable to care for the pet.

w. Cats:

1. Must be spayed or neutered.
2. Must have current city and township licenses. These licenses must be worn on collars at all time.
3. Must have proof of annual checkup and all appropriate vaccinations. Cats must be checked for intestinal parasites. Cats must have rabies shots and other necessary vaccinations. Also, it is strongly recommended that

cats have the following shots: feline leukemia and FVRCPC. Proof must be shown at each re-examination following initial move-in.
4. Litter boxes must be made of plastic or stainless steel.
5. Litter must be changed twice per week.
6. Used litter must be put in a plastic bag and disposed of properly by the Resident.
7. Will not be allowed to roam loose in the common areas, office, lobby or elevators.
8. Resident may be required to show proof of additional inoculations.

x. Dogs:

1. Must be spayed or neutered.
2. Must have current city and township licenses. These licenses must be worn on collars at all times.
3. Must have proof of annual check-up and the following shots: rabies, DHLP and Parco. Proof must be shown at each re-examination following initial move-in.
4. Resident may be required to show proof of additional inoculations.
5. Will not be allowed to roam loose in the common areas, office, lobby or elevators.
6. Resident is responsible for disposing of feces dropped.

y. No animals are allowed in common areas except for ingress & egress from the building.

Evansville Housing Authority reserves the right not to register a pet if:

1. The pet is not a common household pet as previously defined,
2. The keeping of the pet would violate any applicable house pet rule;
3. The pet owner/resident fails to provide complete pet registration information or fails annually to update the pet registration; or
4. EHA reasonably determines, based on pet owners/resident's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective pet owner's/resident's ability to comply with the pet rules and other lease obligations.
5. If EHA refuses to register the pet, notice shall be given to the pet owner/resident stating the basis for the action and shall be served on the resident either by first class mail, properly stamped and addressed at the dwelling unit, with a proper return address; or serving a copy of the notice on any adult answering the door at the dwelling unit, or if no adult responds by placing the notice under or through the door or by attaching the notice to the door.

Chapter 10

STANDARDS FOR CONTINUED OCCUPANCY AND RECERTIFICATION
[24 CFR 5.613, 24 CFR 5.615; 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:

1. Qualify as a family as defined in this policy;

2. Are in full compliance with the obligations and responsibilities described in the lease agreement;
3. All family members regardless of age have submitted their Social Security numbers (or have certifications on file that they do not have a Social Security number);
4. For family members who have submitted required citizenship/eligible immigration status/non-contending documents.
5. Are not subject to sex offender lifetime registration under a State sex offender registration program.
6. Have not been convicted of manufacturing or producing methamphetamine on the premises of assisted or Section 8 housing
7. Have not participated in any drug-related criminal activity
8. Are compliant with the HUD Community Service Requirement
9. Meet income requirements (as outlined in the admissions portion of this Annual Plan- Chapter 2, Part 1 B 2c) for continued occupancy if residing in Scattered Site housing

10. Any exceptions will be governed by EHA procedures. If the HA discovers that a current public housing resident or any household member, regardless of age, is subject to sex offender lifetime registration under a State Sex Offender Registration Program, the HA will review the matter on a case-by-case basis. The HA will consult with law enforcement and legal counsel and take appropriate actions based on its findings.

B. ANNUAL RECERTIFICATION

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, community service compliance verification, and family composition. Families are required to report and certify this information by completing a Part I of the Residential Lease Agreement: Lease Contract.

Families who choose flat rent are to be recertified annually. The annual recertification month will be the month in which resident initially moved into an EHA housing unit.

Recertification Notice to the Family

All families will be notified of their obligation to recertify by first class mail and/or hand delivered notice. The notification shall be sent at least 60 to 90 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.

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.

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 reasonable modification to our rules or policies;
- A change in the way we communicate with you or give you information;
- A reasonable alteration or change in your unit;
- An accessible unit; or
- A reasonable 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 must make the request in writing and the applicant will be given a Verification of Reasonable Accommodation form to complete and return to the Authority management office.

The Manager will evaluate the request and send a decision to the applicant on the Reasonable Accommodations form within 60 working days.

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.

Collection of Information

The family is required to complete the tenant certification.

Requirements to Attend

All adult family members (age 18 yrs or older) will be required to attend the recertification interview and sign the Continued Occupancy Amended Lease.

If the head of household is unable to attend the interview the appointment will be rescheduled.

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 calendar days prior to the interview.

If the family fails to respond to the letter and fails to attend the interview, a second letter (**final notice**) will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in changing to market rent and if still tenants still fail to attend an interview the Evansville Housing Authority will take eviction actions against the family.

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
- Social Security cards for all family members
- Picture identifications for all family members
- Birth certificates of all family members
- Verification of Community Service compliance

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 90 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, a new lease will be executed, and a Notice of Rent Adjustment will be issued [24 CFR 966.4I].

Tenant Rent Increases

If tenant rent increases, a thirty-day notice will be mailed and/or hand delivered 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 or may be less than 30 days notice before rent increase is effective.

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 all changes in household composition to the HA between annual recertification. 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:

- 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.
- A change of source of income, such as additional income from secondary employment.

Any other changes reported by residents electing to pay income-based rent, other than those list above, will be considered on a case by case basis if occurring between regularly scheduled annual recertifications.

Increases in Income and Rent Adjustments

The HA will process rent adjustments resulting from any increase in household income until the next regularly scheduled recertification.

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. Any changes reported after the ^{2}0th of the current month will not be reflected until the first day of the second month.

The HA will initiate third-party verification of the decrease in income no later than ten (10) 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.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS 24 CFR 5.615

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 (aka sanctioned).

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 an unwritten 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 24 CFR 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 recertification.

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 calendar days of when the change occurs. Any information, document or signature needed from the family needed to verify the change must be provided within three calendar days 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 is effective on the first of the month following at least thirty days' notice. It is the HA's policy to process interim increases in Tenant Rent between regular annual recertifications if the increase in rent is due to additional income to the household, as long as the family has reported the additional income within the ten calendar day reporting period.
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 an initial lump sum (in an amount determined by the HA) with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts under $2000.00.

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'(30) 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, or court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within ten calendar 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, with HA permission, for more than 90 consecutive days, whether or not rent has been paid, the unit will be considered to be vacant and the HA will terminate tenancy.

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 90 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 six months, the property manager will decide if the family member should be considered permanently absent. If the family member is not considered to be permanently absent, then the rent and other charges must remain current.

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 Head of Household (HOH) is incarcerated for more than 90 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the HOH, will be considered permanently absent if s/he is incarcerated for 90 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 than 180 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 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 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 90 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 90 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 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 if the reduction creates an over housed situation for the family.

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 4 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).

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 at any time by providing the HA with a written thirty-day advance notice as defined in the Lease Agreement.

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:

1. Nonpayment of rent or other charges due under the Lease, or chronic late payment of rent (3 times in 12 months is considered chronic)
2. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification's
3. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers
4. 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
5. Failure to abide by reasonable rules made by the HA for the benefit and well being of the housing development and the Residents
6. Failure to abide by applicable building and housing codes materially affecting health or safety
7. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner
8. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner
9. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts
10. Failure to pay reasonable charges (other than for normal wear and tear) for work order repairs damages to the premises, development buildings, facilities, equipment, or common areas
11. Criminal activity or alcohol abuse as provide in the lease or for other good cause, other good cause includes, but is not limited to, the following:
    a) discovery after admission of facts that made the tenant ineligible;

b) discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

c) Residents must refrain from and ensure that household members and guests refrain from engaging in drug-related and/or violent criminal activity on or within 1000 feet of 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 having a controlled substance in his/her system are in violation of the lease. Committing any of the above acts is a material breach of the lease and may result in termination of tenancy.

12. Failure of a family member to comply with service requirement provisions of part 960, subpart F – as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve month lease term;
13 Failure to accept the offer of a lease revision to an existing lease: that is on a form adopted by the Authority, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
14. Alcohol abuse that the HA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
15. Non-compliance with Non-Citizen requirements
16. Physically or verbally abusive behavior toward residents and/or HA staff
17. 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.)

In all cases notices of lease termination shall be in writing and mailed to the head of household and/or hand delivered to resident or adult member of the household; and in all cases sent by first class and or hand delivered 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 for drug-related criminal activity, or criminal activity 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 immediately terminate the lease if any family member is arrested and/or charged with the manufacture, production or sale of methamphetamine on or off the premises of the housing development in violation of any Federal or State law.

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 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.

"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 may 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 permits 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. 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 November 29, 1996, or up to 18 months if granted after November 29, 1996.

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

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 review. 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.

Should the applicant request an informal hearing, the HA will provide an informal hearing within (10) ten calendar days of receiving the request. The HA will notify the applicant of the time, date, and location.

The hearing will allow both the applicant and manager to discuss and consider documentation or evidence that will allow for reconsideration. The manager will make a determination based upon the merits of the evidence presented by the applicant. Within ten (10) calendar 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.

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. PRE-HEARING PROCEDURES

Informal Conference Procedures

Any grievance shall be presented in writing to the housing management office that sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within ten (10) calendar 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.

Informal Conference

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing.

The Property Manager shall hold an informal conference with the resident within ten (10) calendar days of receipt of the grievance. When the informal conference is completed and within (10) calendar days, the Property Manager is to complete a summary report. The report will include the date of the informal conference, 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.

Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a formal hearing within ten (10) calendar 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.

Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within ten (10) calendar days, 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.

Formal Hearing

After exhausting the informal conference 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 15 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.

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.

Notifying Hearing Officer to Administer Hearing Proceedings

The HA will send written notification to the hearing officer with a copy of the grievance/complaint form, the informal conference summary report, and a copy of the request for formal hearing.

The HA 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.

D. PROCEDURES TO OBTAIN A HEARING

Informal Conference Prerequisite

All grievances must be presented pursuant to the informal conference procedure as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

Escrow Deposit

Before a 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 deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing officer. 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 hearing officer.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate HA official.

E. 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 ($.50 per copy), 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 in writing may not be relied upon by the HA at the hearing.
- 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 compliant, 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 or HA fail to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of 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.

F. 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 calendar 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.

A decision by the hearing officer 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.

G. 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 13

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 50% lump sum with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts under $2,000.00.

The following are examples of reasons for repayment agreements:

1. excessive maintenance charges
2. rent repayment extending from a hardship request
3. retroactive rent from unreported or under reported income when it is the only occurrence of unreported income.

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 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 arrearage plus current month's payment in order 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 will 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, with approval of the Executive Director, 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 HA Manager.

Repayment Agreements will be executed between the HA and the head of household.

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 false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead the Housing Authority.

Family Error/Late Reporting

Families who owe money to the HA due to the family's failure to report increases in income or change in allowances or deductions will be required to repay in accordance with the guidelines set forth in this chapter.

Program Fraud

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines set forth in this chapter.

In addition, the case may be referred to the Inspector General and/or the HA may refer the case for criminal prosecution.

C. 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.

Chapter 14

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 (age 18 years and older) 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:

Exempt individual. An adult who:

(1) Is 62 years or older;

(2)(i) Is a blind or disabled individual, as defined under 216(i)(1) or 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

(ii) Is a primary caretaker of such individual as defined under 216(i)(1) or 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,;

(3) Is engaged in work activities;

(4) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or

(5) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA 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 a program

The Housing Authority will re-verify exemption status at annual, interim, or special interim recertification except for adult residents who are 62 years of age or older.

(6) Full time student

An adult who:

At any time shall an adult resident experiences a change in status that would make such individual exempt from the community service requirement, he/she must report the change in status, in writing within ten (10) days to the site management office. The HA 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 in writing within ten (10) 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 the site Resident Council as an elected board member or performing activities related to the Resident Council that total eight (8) hours per month.

2. A list of other eligible activities that satisfy the community service requirement shall be posted and kept on file at the site management office.

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 and work placement counseling, 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, other counseling to aide in self-sufficiency

In addition to the activities listed above, the HOUSING AUTHORITY authorizes the following economic self sufficiency activities:

Full time student

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 HA 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 nondiscriminatory 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 and the head of household 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, if offered by the Housing Authority, 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 or household member that includes an adult resident who was subject to the community service requirement and failed to comply with the requirement after the Housing Authority's notification for a minimum time period of three years.

Chapter 15

HA CURFEW POLICIES AND PROCEDURES

INTRODUCTION

The following are the policies and procedures governing the implementation, administration, and enforcement of the HA curfew regulation
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A. <u>DUTIES AND RESPONSIBILITIES</u>

The Property Managers shall have the primary responsibility for implementation, administration and enforcement of the Curfew Regulation 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 Regulation. Such enforcement may include properly identifying curfew violators, and notifying the appropriate Property Manager of such curfew violations.

B. <u>NIGHTTIME CURFEW</u>

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 be 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 Indiana 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 2:30 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 on 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; 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. 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.

E. 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) 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.

F. 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 Regulation, 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 violation the resident or household members have not received three (3) or more of any combination of the following:

- 14-Day Notice
- Counseling for Disturbing Neighbors
- Counseling for any lease violation(s)
- 30-Day Notice of Termination

Thirty-Day Notice of Termination: 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 of Termination based on the curfew violations and, if appropriate, other violations of the lease.

G. 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 Regulation. 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.

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.

H. GRIEVANCE PROCEDURE

Residents shall have the right to file a grievance in response to actions taken by the HA concerning violations of the Curfew Regulation.

Chapter 16

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

The 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 Managers shall be responsible for notifying residents of persons banned from HA property.

Security personnel and or 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.

B. BANNING REGULATION

A non-resident, including, but not limited to, a guest or visitor of a resident, may be banned for thirty six months (36) 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 violation that disturbs the peaceful enjoyment of the development, including, without limitation, illegal drug activity or violent criminal activity;
- Any violation of a state or local law or ordinance;
- 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 one above, he or she can be served with a banning notice excluding the non-resident from the HA development for thirty-six (36) months. At the time the

non-resident is served, he or she will be requested to sign the notice acknowledging receipt of the banning notice. Proof of service indicating service of the banning notice on the nonresident shall be completed. Documentation of 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 resident 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.

More Than Three Violations: A Notice of Termination 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, the following action shall be taken:

Thirty-Day Notice of Termination: 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 of Termination based on the violations and if appropriate, other violations of the lease.

F. ENFORCEMENT

Security Personnel/Law Enforcement

Security personnel and or 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. Any person(s) that fail to leave the property after being directed to do so will be subject to arrest and prosecution for criminal trespass or such other relevant Indiana and/or local laws.

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 MANAGEMENT

Property Managers shall have the authority to serve citations for violations of the Banning Regulation.

H. 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. Residents shall follow the grievance procedures as set forth in the ACOP.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Adjusted Annual Income: The amount of household income after deductions for specified allowances, on which tenant rent is based.

Administrative Plan: The plan that describes HA policies for the administration of the tenant-based programs. This document is the administrative plan for the HA.

Admission: The point when the family becomes a participant in the program. In a tenant-based 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).

Adult: An adult is:

18 years of age and married (not common law), or
A person that has been relieved of the disability of non-age by juvenile court.

A household member who is 18 years or older or who is the head of the household, or spouse, or co-head

Note:
Only persons who are adults shall be eligible to enter into a lease agreement for occupancy

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets:see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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 childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. The Evansville Housing Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the child (children). An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing child care.

Citizen: A citizen or national of the United States.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous Metropolitan Statistical Area (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Covered Person: means a tenant any member of the tenant's household, a guest of another person under the tenant's control.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

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. An unborn child shall not be considered a dependent.

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 (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws
.

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:

A. Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

B. 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 substance act (21 U.S. C. 802)

Elderly family: A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; or disabled, or handicapped and may include two or more elderly, disabled or handicapped 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 persons who are determined to be essential to his or her care and well being.

Elderly person: A person who is at least 62 years of age.

EIV: Enterprise Income Verifications

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

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. FMRs are published periodically in the Federal Register

Familial Status: A single pregnant woman and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as an single person (reference Federal Register published February 13, 1996, pages 5,662 and 5,663). In Section II "Reinventing Parts 812 and 912 of the Federal Register states:
The April 10, 1992 proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA-protected classes from other single persons."

Therefore, a single pregnant woman and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons and only entitled subsidy for a zero or one-bedroom family unit size.

Family includes but is not limited to**:**

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. 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 members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family Self-Sufficiency (FSS) Program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

Foster Children: With the prior written consent of the HA, a foster child may be added as a Section 8 participant. The factors considered by the HA in determining whether or not consent is granted may include:

A. Whether the addition of a new occupant may require the issuance of a new voucher, and whether such documents are available.
B. The Section 8 landlord’s obligation to allow reasonable accommodation for handicapped person.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.

Guest: For purposes of this program, the term "*guest*" means a person temporarily staying in the assisted unit with the consent of a tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant

Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Hazardous Duty Pay: Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household: The family and any HA approved live-in aide.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Agency (HA): Housing Agency (formerly Public Housing Agency (PHA), PHA and HA are the same thing) A State, county, municipality or other government entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Housing Assistance Payment (HAP): The monthly assistance by a HA. The total assistance payment consists of:

A. A payment to the owner for rent to the owner under the family's lease.

HUD – Housing & Urban Development: The U.S. Department of Housing and Urban Development.

HUD Requirements: HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Infant: A child under the age of two (2) years.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim Redetermination of Rent: Changes of rent between admissions and reexaminations and the next succeeding reexamination.

INS: The U.S. Immigration and Naturalization Service.

Lease: A written agreement between an owner and 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 the housing authority.

Lease Addendum: In the lease between the tenant an the owner, the lease language required by HUD.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined by the HA to be essential to the care and well- being of the person(s);
b. Is not obligated for the support of the person(s);
c. Would not be living in the unit except to provide the necessary supportive services.
d. A live-in aide must be approved, in advance, by the HA.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

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.

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 is 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:

a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or 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.

Non-citizen: 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.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other Person under the Tenant's Control: The person, although not staying as a guest In the unit who is, or was at the time of the activity in question on the premises because An invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial is not under the tenant's control.

Person with disabilities: A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

   "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

   In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

   (1) is expected to be of long-continued and indefinite duration,

   (2) substantially impedes his or her ability to live independently, and

   (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

   "Severe chronic disability that:

   (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

   (2) is manifested before the person attains age 22;

   (3) is likely to continue indefinitely;

   (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

   (5) 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."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Preference: At the option of the HA, a preference system can be used to select among applicant families.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Public Housing Agency: 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.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Re-examination Date: The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.

Remaining member of a tenant family:

The person(s) of legal age remaining in the Public Housing unit after the person (s) who signed the lease has (have) left the premises, other than by eviction. (have) left the premises, other than by eviction,

This person must complete forms necessary for Public housing within ten calendar days from the departure of the leaseholder.

Upon satisfactory completion of the verification process, then execute all require Public Housing documents and cure any monetary obligations to remain in the unit.

Any person who claims him or herself remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in this ACOP.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Spouse: A spouse is the legal husband or wife of the head of the household. This includes common law marriage.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Temporarily Absent Family Members: Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the tenant rent is zero and there is a utility reimbursement payment (URP). The URP is the difference between the total tenant payment or minimum rent and the utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act. which is the higher of:

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a) (1) shall be the amount resulting from one application of the percentage.

Upward Mobility: Movement from lower to higher economic and social status.

Utilities: Utilities may include water, electricity (including air conditioning if applicable. **(**See CFR 982.517), gas, garbage, and sewage services and, where applicable, trash, and garbage collection.

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 housing authority 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 Payment (URP): 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.

Utilities: Utilities may include water, electricity (including air conditioning if applicable. See CFR 982.517), gas, garbage, and sewage services and, where applicable, trash and garbage collection

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 housing authority 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 Payment (URP): 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. This definition is not used in a Section 8 Housing Choice Voucher Program or for a Public Housing family that is paying a flat rent

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)

(2) Documentation, such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: A lower Income Family means a family who's annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

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 admission: An admission from the housing authority waiting list. [24 CFR 960.206

Wage Earner: A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" is used interchangeably.

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare-To-Work Families: Families assisted by a PHA with voucher funding awarded

ACRONYMS

ACC Annual Contributions Contract

CACC Consolidated Annual Contributions Contract

CFR Code of Federal Regulations

FMR Fair Market Rent

FSS Family Self Sufficiency (program)

HA Housing Authority

HCDA Housing and Community Development Act

HUD Department of Housing and Urban Development

INS (U.S.) Immigration and Naturalization Service

NAHA (Cranston-Gonzalez) National Affordable Housing Act

NOFA Notice of Funding Availability

OMB (U.S.) Office of Management and Budget

RESPA Real Estate Settlement Procedures Act

PBC Project-Based Certificate (program)

QHWRA Quality Housing and Work Responsibility Act of 1998

PHA Public Housing Agency

TTP Total Tenant Payment

SSA Social Security Administration

UPCS Uniform Physical Condition Standards

Upward Mobility

Domestic Violence

GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS. The documents which must be submitted to evidence citizenship or eligible immigration status.

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 national of the United States.

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

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.

Part I of the RESIDENTIAL LEASE AGREEMENT: LEASE CONTRACT

Evansville Housing Authority

THIS AGREEMENT is executed between the Evansville Housing Authority (herein called "Authority"), and _____ _____ (herein called the "Tenant"), and becomes effective as of this date:_____

(1) Unit: That the Authority, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part II and III of this Lease Agreement) the dwelling unit **LOCATED at** _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household.

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

Name	Relationship	Age & Birth date	Social Security #
1._____	Head	_____ ___/___/___	_ _ _ - _ _ - _ _ _ _
2._____		_____ ___/___/___	_ _ _ - _ _ - _ _ _ _
3._____		_____ ___/___/___	_ _ _ - _ _ - _ _ _ _
4._____		_____ ___/___/___	_ _ _ - _ _ - _ _ _ _
5._____		_____ ___/___/___	_ _ _ - _ _ - _ _ _ _
6._____		_____ ___/___/___	_ _ _ - _ _ - _ _ _ _
7._____		_____ ___/___/___	_ _ _ - _ _ - _ _ _ _
8._____		_____ ___/___/___	_ _ _ - _ _ - _ _ _ _

(3) Term: The term of this lease shall be one calendar year that will run concurrently with the existing, annual recertiification period if a renewal, or for a term as noted, and is renewed as stipulated in Part I of the Lease.

(4) Rent: Initial rent (prorated for partial month, if applicable) shall be $_____ . The monthly rent shall be $_____ for the period beginning on_____/_____/_____and ending at midnight on _____/_____/_____,which is in accordance with the tenant(s) current recertification period.

Rent Choice:
( ) Flat Rent ( ) Income Based Rent

(5) Security Deposit: Tenant agrees to pay $_____ as a security deposit, or has previously paid if a renewal or transfer.

(6) Community Service Requirement:

Name	Relationship	Exempt	Non-Exempt
1._____	Head		
2._____			
3._____			
4._____			
5._____			
6._____			
7._____			
8._____			

(7) Utilities and Appliances: Authority-Supplied Utilities

If indicated by an (X) below, the Authority provides the indicated utility as part of the rent for the premises:
( ) Electricity ( ) Natural Gas ( ) Water/Sewer/Trash pick up ( ) Other_____

If indicated by an (X) below, the Authority provides the tenant with the indicated, utility consumption allowance as part of the rent for the premises and tenants are responsible for paying for excess usage to the Authority with rent:
( ) Electricity ( ) Natural Gas ( ) Water ,Sewage, Trash pick up

If indicated by an (X) below, the Authority shall provide the following appliances for the premises:
( ) Cooking Range ( ) Refrigerator

(8) Utilities Allowances: Tenant-Paid Utilities

If indicated by and (X) below, the Authority shall provide Tenant with a Utility Allowance in the monthly amount totaling $_____ for the following utilities paid directly by the Tenant to the Utility supplier:
( ) Electricity ( ) Gas ( ) Water ( ) Trash ( ) Sewage

(9) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts II of this lease and all additional documents made a part of the lease by reference. Any modification or change to this lease must be done in writing and signed by both parties except for any provisions dealing with rent re-determinations and family composition pursuant to Section V(c) of this lease and provisions dealing with posting of policies, rules and regulations.

(10) BY THE SIGNATURE(S) BELOW I/WE ALSO ACKNOWLEDGE THAT THE PROVISIONS OF PART II OF THIS LEASE AGREEMENT HAVE BEEN RECEIVED AND THOROUGHLY EXPLAINED TO ME/US.

TENANT:_____ DATE:_____

CO-TENANT:_____ DATE:_____

CO-TENANT:_____ DATE:_____

CO-TENANT:_____ DATE:_____

MANAGER:_____ DATE:_____

LIVE IN AIDE CERTIFICATION

_____ acknowledge that I am the live in aide for
_____ _____and am not considered a part of the household
for income or family composition purposes. By my signature I authorize this arrangement.

LIVE IN AIDE :_____ DATE:_____

TENANT'S CERTIFICATION

I, _____, hereby certify that I have not committed any fraud in connection with my federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature _____Date_____

Co-tenant:_____ Date_____
Co-tenant:_____ Date_____

Co-tenant::_____ Date_____

ATTACHMENTS

( ) Part II of this Lease (Terms & Conditions) ( ) Maintenance charge list

( ) Housekeeping Standards ( ) Pet Policy

( ) Copy of the EHA Grievance Procedures

STATEMENT OF RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

_____ _____

Tenant's Signature Date

PART II of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS
Evansville Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the Evansville Housing Authority (called “Authority”) and Tenant named in Part I of this lease (called “Tenant”). The term “Authority” refers to the Evansville Housing Authority and/or its Managing Agent.

I. Description of the Parties and Premises.

(a) The Authority, using verified data on income, family composition and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease.

(b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part I of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the Authority's policy on such activities.

(c) Any additions to the household members named on the lease, including: Live-in Aides and foster children, **but excluding natural births,** require the ***advance written approval*** *of* the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIV.

(d) Deletions (for any reason) from the list of household members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the departure of any person who is considered to be permanently absent from the unit.

II Lease and Amount of Rent

(a) Unless otherwise modified or terminated in accordance with Section XIV this Lease shall automatically be renewed for successive terms of one calendar year. The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Continued Occupancy Policy.

(b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of**

the month. Rent may include excess utilities as described in Section III below, and includes all maintenance services beyond normal wear and tear. When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation *of* how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time. If rent is not received on a timely basis, a lawsuit will be filed and the tenant will be charged for court costs and other legal and/or collection fees incurred to collect the rent and other charges as allowable under the law.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part I of this Lease Agreement. Other charges can include:

(a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost *of* such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

(b) Excess Utility Charges: At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption. Tenants will be given an appropriate monthly utility consumption allowance and the consumption allowance schedule will be posted in the Manager’s office or common area at the development. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

(c) Late Charges — A charge of $20.00 per month for rent or other charges paid after the seventh calendar day of the month. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than 14 days after Authority's written notice of the charge has been sent or mailed.

IV. Payment Location

Rent and other charges can be paid by mailing a check or money order to the Development's Management Office or by paying by check or money order at the Development's Management Office. The Authority **will not accept cash**.

V. Security Deposit

(a) Tenant Responsibilities: Tenant agrees to pay an amount equal to $100.00 if elderly or disabled and $200.00 for a family. The dollar amount of the security deposit is noted on Part I of this Residential Lease.

(b) Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:

  I. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.

  2. To reimburse the cost of repairing any intentional, unintentional, or negligent damages to the dwelling unit caused by Tenant, household members, guests or visitors.

(c) The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the Authority has inspected the dwelling unit. A dwelling unit will be considered vacated once the Tenant has returned keys to the vacated dwelling unit..

The return of a security deposit shall occur after Tenant within 45 days after the tenant moves out. The deposit shall be returned to the Tenant if she/he has complied with all obligations, including but, not limited to the following:

1. The unit is left clean and in good condition, except for normal wear and tear, and;
2. All rent and other financial obligations under the lease have been paid, and
3. If keys have not been turned in to the Development manager, the cost associated with changing locks will be deducted from any security deposit due the Tenant,

The Authority agrees to return the Security Deposit, if any, to Tenant within the time period allotted by the State after he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances

(a) Authority Supplied Utilities: If indicated by an (X) on Part I of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. The Authority will provide a cooking range, refrigerator and air conditioner.

(b) Tenant-paid Utilities: If Tenant resides in a development or housing unit where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the Tenant each month. Tenants opting for the Flat rent calculation method are not entitled to a utility allowance. The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 day's written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. In Scattered Site housing, failure of Tenant to maintain the utilities during their tenancy shall be grounds for termination of this lease.

(c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or Authority rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

(a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the **prior written consent** of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit incidental to the residential use. This provision permits accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will work with

Tenant, or designated member(s) of Tenant's family, to find more suitable housing in order to move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(c) Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement is due on the 1st of each month.

The status of each family is to be re-examined at least once a year.

(2) Tenant agrees to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease, and the authority may terminate the lease. All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is available in the Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) The authority will perform interim rent recertifications during the period between regular re-examination when:

(a) A person with income joins the household or a new source of income comes into the household.

(b) Tenant can provide verification of a change in his/her circumstances (such as an increase, decline in or loss of income) that would justify a rent adjustment.

If a reduction is granted, Tenant must report subsequent increases in income, in writing, within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge as well as a lease violation issuance and or possible lease termination)

(c) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying less rent than he/she should have been charged. The Authority

then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred as well as issuing a lease violation notice and or possible lease termination.

(d) Rent formulas or procedures are changed by Federal law or regulations.

(4) All changes in family composition must be reported to the Housing Manager in writing, within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge, issuance of a lease violation notice, or possible lease termination

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the Situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances). Tenant must report the change by the 20th day of the current month for the change to take effect by the first of the following month.

(2) In the case of a rent increase, when an increase in income occurs and is reported in writing, within 10 days_of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

(3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.

(4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

VIII. Authority Obligations

The Authority shall be obligated:

(a) To maintain the dwelling unit and the Development in decent, safe and sanitary condition;

(b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;

(c) To make necessary repairs to the dwelling unit;

(d) To keep development, building facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;

(e) To maintain in good and safe working_order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste (except containers for the exclusive use of an individual tenant family);

(g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

(h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

(1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with applicable laws shall constitute adequate notice of proposed adverse action.

(2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been complete

(i) Reasonable Accommodations for Residents with Disabilities:

Housing providers must make reasonable accommodations in the lease and other policy requirements when requested by a *qualified* resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

IX. Tenant's Obligations

Tenant shall be obligated:

(a) Not to assign the Lease or sublease the dwelling unit;

(b) (1) not to give accommodation to boarders or lodgers;

(2) Not to give accommodation to long term guests (in excess of fourteen (14) days) within a twelve (12) month period without the advance written consent of the Authority.

(c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part I of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit.

(d) To abide by necessary and reasonable regulations established by the Authority for the benefit and well-being of the housing Development and Tenants. These regulations shall be posted in a conspicuous manner in the Development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

(e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.

(f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. In Scattered Site housing tenants will be required to maintain the yard and grounds by mowing the yard as needed, trimming bushes as needed, as well as raking leaves, etc during the applicable seasons.

(g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant’s household or guest to refrain from, littering or leaving trash and debris about the property or in common areas.

(h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

(i) To refrain from and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development. damaging, removing any part of dwelling unit or Development.

(j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, Development buildings, facilities, or common areas caused by Tenant, household members or Guests.

(k) To act, and cause household members or guests to act in a manner that will:

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

(2) Be conducive to maintaining all Authority Developments in a decent, safe, and sanitary condition.

(l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

(1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;

(2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit, (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

(3) Any abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. This shall include refraining from consuming alcohol in common or public areas.

(m) To make no alterations, repairs, or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without **written** consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's **written** approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted**)** without authorization by the Authority.

(n) To give prompt prior notice to the Authority of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

(o) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.

(p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other offensive weapons as defined and applicable by the laws and courts of the State of Indiana anywhere in the unit or elsewhere on the property of the Authority.

(q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises, especially the dwelling unit.

(r) To avoid obstructing sidewalks, areaways, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(s) To refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the dwelling unit without the **written** approval of the Authority.

(t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received **written** permission of the Authority.

(u) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development **except in accordance with the Authority's pet policy**. However, person with a disability may keep a service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules.

(v) To remove from Authority property any vehicles without valid registration, license, and or inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on Development or unit site.

(w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than five (5) days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.

(x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT,** and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs and shall be a violation of the lease agreement.

(y) (1) Not to commit any fraud in connection with any Federal housing assistance program, and

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

(z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. This shall include the maintaining of utility services in Tenant’s name for scattered site housing.

X. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority Responsibilities:

(a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If Tenant, household members, or guests caused the damage, the reasonable cost of the repairs shall be charged to Tenant.

(b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if Tenant, household members, or guests **caused** the hazardous condition.

(c) Tenant shall accept any reasonable replacement unit offered by the Authority.

(d) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling no abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. Tenant will be provided replacement housing on a temporary basis until such time as tenancy has been terminated through the court system.

(e) If the Authority determines that the dwelling unit is unlivable because of imminent danger to the life, health, and safety of Tenant and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any unused or pro-rated rent paid will be refunded to Tenant.

Tenant Responsibilities:

(a) Tenant shall immediately notify the Development Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in requesting an alternate dwelling unit.abating rent

(b) Tenant agrees to continue to pay full rent, less the abated portion as agreed upon by the Authority, during the time in which the defect remains uncorrected but an alternative dwelling unit has been offered.

XI. Inspections

(a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the

statement retained in Tenant's folder. The Authority, at no charge to Tenant, will correct any deficiencies noted on the inspection report.

(b) Other Inspections: The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit or trash left at the housing unit. Special inspections may be necessary if housekeeping concerns warrant continued violations of the Authority's housekeeping standards.

(c) Move-out Inspection: The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

XII. Entry of Premises during Tenancy

(a) Tenant Responsibilities:

(1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (7:30 a.m. to 5:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

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

(b) Authority's Responsibilities:

(1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times.

(2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. Notice Procedures

(a) Tenant Responsibility: **Any notice to Authority must be in writing**, delivered to the Development Manager's office, or sent by prepaid first-class mail, properly addressed to Evansville Housing Authority.

(b) Authority Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.

(c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

(c) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease

This Lease may be terminated only for:

(a) serious or repeated violations of material terms of the Lease, such as the following:

(1) failure to make payments due under the lease;

failure to fulfill Tenant obligations set forth in section IX above;

(b) or for other good cause, other good cause includes, but is not limited to, the following:

(1) criminal activity or alcohol abuse as provided in this lease;

(2) discovery after admission of facts that made the tenant ineligible;

discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

failure of a family member to comply with community service requirement provisions of part 960, subpart F – as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve month lease term;

failure to accept the offer of a lease revision to an existing lease: that is on a form adopted by the Authority, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

XV. Waiver

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments and homes owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenants and their families.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART I OF THE LEASE.)

EHA HOUSEKEEPING STANDARDS

Housekeeping Standards: Inside the Dwelling Unit

General—

(1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
(2) Floors: should be clean, clear, dry and free of hazards (including trip hazards such as cables.)
(3) Ceilings: should be clean and free of stains and cobwebs.
(4) Windows: should be clean and operational, not nailed or screwed shut. Shades or blinds should be intact and operational.
(5) Woodwork: should be clean, free of dust, or damage such as scratches or gouges.
(6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
(7) Heating units: should be dust free, and accessible, and uncluttered.
(8) Trash: shall be disposed of properly and not left in the unit.
(9) Entire unit should be free of rodent or insect infestation.

Kitchen—

(1) Stove should be clean free of food and grease.
(2) Refrigerator: should be clean. Doors should close properly and freezer have no accumulation of ice.
(3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should no be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under sink.
(4) Exhaust Fan: should be free of grease and dust. Fan and light should work properly.
(5) Sink: should be clean, free of grease and garbage and should operate properly with no leakage.
(6) Food storage areas: should be neat and clean without spilled food.
(7) Trash/garbage: should be stored in a covered container until removed to the disposable area.

Bathroom—

(1) Toilet and tank: should be clean and free of stains or odor.
(2) Tub and shower: should be clean and free mildew and mold. Shower curtains should be in place (if applicable), and of adequate length.
(3) Lavatory: should be clean.
(4) Exhaust fans: should be free of dust and operate correctly.

(5) Floors should be clean and dry.

Storage Areas—

(1) Linen closet: should be neat and clean.
(2) Other closets: should be neat and clean. No volatile or flammable products or solvents should be stored in the housing unit or attached shed.
(3) Other storage areas: should be clean neat and free of hazards.

Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

(1) Yards: should be free of debris, trash, and abandoned cars. Exterior wall should be free of graffiti.
(2) Porches (front and rear): should be clean and free of hazards. Any items stored on the shall not impede access to the unit.
(3) Steps (front and rear): should be clean, and free of hazards.
(4) Sidewalks: should be clean and free of hazards.
(5) Storm doors: should be clean, with glass or screens intact.
(6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
(7) Hallways: should be clean and free of hazards.
(8) Stairwells: should be clean and uncluttered.
(9) Laundry areas: should be clean and neat. Remove lint from the dryers after use.
(10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISONS OF THIS LEASE HAVE BEEN READ AND UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

PET POLICY

Addendum to Lease Agreement

GENERAL PROVISIONS

Common household pet is defined as:

A domesticated animal, such as a dog, cat, bird,, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles).

Inapplicability of this policy:

The Evansville Housing Authority will not apply or enforce this policy against animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities.

Applicability of this policy:

A resident of a dwelling unit in public housing (family and elderly) may own one (1) common household pet or have one (1) common household pet present in the dwelling unit of such resident, subject to the following rules:

1. if the resident maintains the pet responsibly,
2. if the resident complies with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations,
3. if the resident complies with the following requirements established in the Evansville Housing Authority's agency plan,

    a. Payment of a $300.00 pet deposit ($150.00 of which is nonrefundable) for all new cats or dogs added to the household after October 1999. Any cat or dog documented in the resident folder prior to the above date will not be required to pay the $300.00 pet deposit. The pet deposit shall be used to cover reasonable expenses directly attributable to the presence of the dog or cat, such as repairs and/or deodorizing the apartment or house. The remaining $150.00 of the pet deposit shall be refunded within (45) days after the resident vacates and/or upon removal of the pet and verification that the apartment or house complies with the existing Housing Quality Standards.

    b. Residents are limited to one cat, dog or one other common household pet in their apartment or scattered site house. **The following animals are considered dangerous and therefore are NOT allowed on EHA's**

property: rottweiler, Doberman pincher, pit bull, bull mastiff, chow chow, snakes, spiders, iguanas. This list is not exhaustive and shall include any animal determined or listed as a "prohibited animal" by the Animal Control Chapter of the City Code, Title 9.90.01 et seq., Indiana statute or any applicable law, which includes but is not limited to non-domesticated, vicious, exotic, poisonous, dangerous or potentially dangerous animals, shall be permitted.

c. The adult weight of any cat or dog must not exceed twenty-five (25 lbs) pounds and must not be more than ten to twelve (10"-12") inches in height at shoulders.

d. The resident must ensure that their pet and apartment is kept in a clean, sanitary and healthy manner and the pet is not confined so as to be forced to stand, sit, or lie in its own excrement. The pet must have sufficient and wholesome food and water. In addition, the pet must receive proper medical care as necessary to prevent the transmittal of any disease to another animal or humans. Cats and dogs shall be properly treated to prohibit flea infestation of the animal and the unit. No pet may be kept in violation of State or Local Animal Control regulations, ordinances, humane or health laws.

e. There will be a charge for treatment of your apartment or scattered site house infested with fleas. This charge will include the actual cost that the Evansville Housing Authority will pay to clean and treat the rental unit for damage done by the pet.

f. Food for all cats and dogs cannot be left in the feeding dish on the floor, counter or anywhere in the unit for any unreasonable period of time.

g. Should it become necessary for the EHA staff to remove pet waste from any common area, there will be a $50.00 charge.

h. Cats and dogs cannot be left unattended for more than eight (8) hours in the dwelling units.

i. Residents shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of Residents; whether by loud barking, howling, biting, scratching, running loose in hallways or common areas or other such activities.

j. The resident is responsible for any and all actions and/or damages done by their pet.

k. Residents shall not alter their unit, patio, and yard or unit area to create an enclosure for an animal.

l. Resident must provide a photo, name, and description of the pet to be placed in the Resident file at initial occupancy and annual re-certification along with proof of shots and license annually. The Property/Site Manager will periodically view the pet and note the description on back of the Continued Occupancy Sheet.

m. Residents are prohibited from feeding stray animals. The feeding of stray animals constitutes having a pet without permission from the EHA.

n. No visiting pets will be allowed. No “animal” sitting will be allowed. Only a registered pet that belongs to the Resident is permitted.

o. Pets must be kept in the pet carrier if Maintenance has to service the apartment, Management or other EHA personnel have to conduct an inspection, or an authorized Contractor, such as the Exterminator, has to work in the unit. Should the unit require extermination by spraying chemicals, the Resident must remove the pet from the household during this procedure.

p. If, while on Evansville Housing Authority property, a person is bitten by a Resident’s pet, the Resident must remove the pet within twenty-four (24) hours and will be held responsible for damages and medical bills caused by pet. This does not apply in cases of burglary.

q. If changes occur, such as the pet dying or removal from the unit, the Resident must report the change to the Property/Site Manager within ten (10) days. The Property/Site Manager must verify the information received and conduct an inspection of the unit for damages.

r. Should the Resident be placed on a Housekeeping Addendum, the Resident may be required to remove the pet from the apartment or scattered site house. The Resident shall take adequate precautions to eliminate any pet odors within or around the unit and maintain the unit in a sanitary condition at all times.

s. Cats and dogs must be on a leash or in a carrier while outside the unit. The maximum length of the leash is four (4) feet. If not in a carrier a muzzle must be worn by cats and dogs. No person under eighteen (18) years of age may walk a cat or dog without a responsible adult. The Resident must immediately remove any cat or dog feces droppings. The Resident walking a dog must have in their possession a “pooper scooper”, plastic bag, or similar device to pick up the pet’s excrement.

t. No animal is to be staked or tied to the building, doors, and trees or anywhere on the grounds.

u. Violation of any of these rules set forth in this policy shall be grounds for eviction.

v. The resident shall register their pets with EHA before it is brought onto the property, and must update the registration at least annually. The registration must include:

1. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals stating that the pet has received all inoculations required by applicable State and local law;
2. Information sufficient to identify the pet and to demonstrate that it is a common household pet;
3. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated,, or is otherwise unable to care for the pet.

w. Cats:

1. Must be spayed or neutered.
2. Must have current city and township licenses. These licenses must be worn on collars at all time.
3. Must have proof of annual check up and all appropriate vaccinations. Cats must be checked for intestinal parasites. Cats must have rabies shots and other necessary vaccinations. Also, it is strongly recommended that cats have the following shots: feline leukemia and FVRCPC. Proof must be shown at each re-examination following initial move-in.
4. Litter boxes must be made of plastic or stainless steel.
5. Litter must be changed twice per week.
6. Used litter must be put in a plastic bag and disposed of properly by the Resident.
7. Will not be allowed to roam loose in the common areas, office, lobby or elevators.
8. Resident may be required to show proof of additional inoculations.

x. Dogs:

1. Must be spayed or neutered.
2. Must have current city and township licenses. These licenses must be worn on collars at all times.
3. Must have proof of annual check-up and the following shots: rabies, DHLP and Parvo. Proof must be shown at each re-examination following initial move-in.
4. Resident may be required to show proof of additional inoculations.
5. Will not be allowed to roam loose in the common areas, office, lobby or elevators.
6. Resident is responsible for disposing of feces dropped.

Evansville Housing Authority reserves the right not to register a pet if:

1. The pet is not a common household pet as previously defined,
2. The keeping of the pet would violate any applicable house pet rule;
3. The pet owner/resident fails to provide complete pet registration information or fails annually to update the pet registration; or
4. EHA reasonably determines , based on pet owner's/resident's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective pet owner's/resident's ability to comply with the pet rules and other lease obligations.
5. If EHA refuses to register the pet, notice shall be given to the pet owner/resident stating the basis for the action and shall be served on the resident either by first class mail, properly stamped and addressed at the dwelling unit, with a proper return address; or serving a copy of the notice on any adult answering the door at the dwelling unit, or if no adult responds by placing the notice under or through the door or by attaching the notice to the door.

I have read and fully understand the above rules and regulations regarding pets in the Evansville Housing Authority rental units and will abide by these rules and regulations.

_____ _____

Resident Signature Date

_____ _____

Property/Site Manager Signature Date

I have received the written Pet Policy and have been given permission from the Evansville Housing Authority to keep the following pet in my residence:

_____

Description of Pet: Color/Size/Breed

_____

Pet's name

_____

Weight and height

ATTACH PICTURE HERE

Amended 8/24/05

ALTERNATE PET CUSTODIAN INFORMATION

Name _____

Address _____

Phone _____Cell/alternate phone_____

ALTERNATE PET CUSTODIAN INFORMATION

Name _____

Address _____

Phone _____Cell/alternate phone_____

EHA MAINTENANCE CHARGE LIST

Under the terms of your dwelling lease, the EHA will repair or replace EHA owned equipment and structural and mechanical items which wear out or become non-functional through normal wear and tear at no cost to the resident.

However, the residents are responsible for damages to the EHA property which occurs as a result of abuse, negligence, tampering, or damages caused by themselves, any member of their household, by guests or vandals.

Upon move-out, the resident should contact the manager and conduct a move-out inspection with the manager. Any damages not reported prior to move-out will be presume to be damages for which the resident is responsible and will be charged to be the resident.

There will be a minimum charge of **$52.00** on all after hours, weekend and holiday emergency Sonitrol calls WHICH ARE NOT CONSIDERED NORMAL WEAR AND TEAR. (Note: An emergency is considered a situation or circumstance which would endanger the life, health, safety or welfare of a person or cause severe property damage which calls for immediate response or action and cannot be postponed.)

The EHA shall use the following formula for figuring all charges to be assessed to the resident where there is no specific listed for the item of work being charged: (The EHA labor times (x) the hours of labor charged to job plus (+) the actual cost of the parts and materials that were used on the job.)

All appliances (refrigerator and range) repairs, during regular working hours which are not considered normal wear and tear shall be charged to the resident at the rate of $**26.00** per hour, plus the cost of parts and materials that were used. For figuring damages beyond practical repair to the appliances, the EHA depreciates these appliances based on a fifteen (15) year life expectancy. Charges will be based on the original cost less depreciation for each year the appliance has been in service down to a minimum of **$50.00.**

The maintenance staff is not required to respond to a lockout after regular working hours. If they respond to the call a **$65.00** charge will apply.

EHA personnel are not allowed to work on air conditioners, appliances, or any personal items which belong to the resident.

Any charges assessed to the residents by the EHA for services not included in the fixed charge list shall be charged in compliance with the following wage rates:

Maintenance Labor Rates:
(per hour charge)

During Regular Working Hours	$26.00
After Hours, Weekends, Holidays (except holidays noted below)	$39.00
Noted Holidays: Easter, New Year's, Christmas, Thanksgiving	$52.00

THE FOLLOWING WORK ITEMS ARE STANDARD FIXED CHARGES FOR BOTH LABOR AND MATERIALS FOR REPAIR OR REPLACEMENT DURING REGULAR WORKING HOURS.

PARTS/SERVICE	CHARGE
DOORS – INTERIOR AND EXTERIOR	
Replace Standard (Solid) Wood Door (Exterior & Interior)	$275.00
Replace Steel Door (Exterior)	$275.00
Remove & Repair Damaged Lock & Backset (Latch) Holes & Re-hang (Exterior)	$55.00
Replace Interior Hollow Core Door	$85.00
Install or Replace Door Reinforcer	$25.00
STORM DOORS	
Replace Wood/Composite Door Complete (Based on door cost of $198.00)	$237.00
Replace Steel Door Complete (based on door cost of $300.00)	$339.00
Replace Aluminum Door Complete (based on door cost of $119.00)	$158.00
Replace Screen Insert with Frame	$26.00
Replace Screen Insert with Frame (Except Fulton and Caldwell)	$46.00
Replace Screen Wire Only (Except Fulton and Caldwell)	$17.00
Replace Storm Door Glass w/Frame (Based on type and size of window required)	$20.00-$100.00
WINDOWS	
Replace Thermal Type Window and Frame (Based on size and style)	$350.00-$600.00
Replace Thermal Window Glass (Based on size and style)	$60.00-$150.00
Replace Standard Type Single Strength Window Glass only	$48.00
Replace Screen Insert with Frame	$34.00
Replace Screen wire only	$18.00
Replace Storm Window Complete	$100.00
Replace Storm Glass Insert with Frame	$45.00
Replace Storm Glass only	$31.00
Replace Sash Locks	$9.00
HARDWARE & LOCKSETS	
Replace Exterior Everset lock cylinders @ Fulton, Caldwell, Buckner Tower, Schnute, White Oak Manor, John Cable Center (Each, Not pair)	$44.00
Replace Exterior Deadbolt Lockset Keyed to Master (Each)	$39.00
Replace Everset Lever Lockset (Entire assembly at John Cable Centre)	$250.00
Replace Exterior Deadbolt Rim Housing less cylinder core (Fulton)	$50.00
Replace mailbox lock due to tenant damage or loss of keys	
Replace Interior/Exterior Passage Door Knob (Each)	$22.00
Replace Interior Privacy Lockset	$24.00
Replace Door Hinges (Each)	$8.00
Replace Peep Hole (Each)	$10.00
Replace Door Knocker (Each)	$15.00

Replace Door Numbers	$5.00
Replace Door Sweep	$22.00
Replace Electronic Key Fobs (Each)	$20.00
Replace Storm Door Closer	$18.00
Replace Storm Door Latch	$13.00
Replace Backsets/latches for doorknobs or Deadbolt locks	$18.00
Duplicate Keys (EACH)	$5.00
Door Stops (Based on style)	$1.00-$10.00
Kick Plates-Brass Plated	$15.00
PLUMBING	
Replace new Kohler Commode Complete-15”	$170.00
Replace Commode Bowl Only	$99.00
Replace Commode Tank Only	$99.00
Replace New Gerber Commode Complete-15”	$150.00
Replace Commode Complete Handicap	$248.00
Replace Commode Complete (Kennedy-pressure assisted, rear outlet)	$474.00
Replace Fluidmaster-ballcock	$20.00
Replace Flush Lever	$15.00
Replace Flush Lever (Kennedy)	$11.00
Replace Commode Seat	$20.00
Replace Commode Seat (Elongated)	$25.00
Replace Lavatory small wall hang	$75.00
Replace Vanity Only (Based on size and style)	$125.00-$300.00
Replace Lavatory Faucets-Single Lever Type	$100.00
Replace Lavatory Faucets-Two Handle Type	$85.00
Replace Pop-Up Drain Assembly	$44.00
Replace Bathtub Drain Stopper	$10.00
Replace Sink Drain Stopper	$8.00
Replace Bathtub Drain Trip Lever and Stopper	$39.00
Replace Bathtub Diverter Spout	$30.00
Replace Bathtub Shower Head	$20.00
Replace Bathtub Faucet Handle or Handles (Based on style and type)	$8.00-$50.00
Replace Shower Curtain Rod Only	$20.00
Replace Stainless Steel Kitchen Sink-complete with piping	$130.00
Replace Kitchen Sink Faucets Single Lever Type	$101.00
Replace Kitchen Sink Faucets Two Handle Type	$91.00
Replace Kitchen Sink Basket Strainer Only/Caldwell & Fulton	$25.00
Replace Kitchen Sink Basket Strainer Only	$8.00
Replace Medicine Cabinet (Based on size and style)	$65.00-$175.00
Replace Medicine Cabinet Mirror Only	$20.00
Replace Towel Bar (Including brackets based on size and style)	$17.00-$35.00
Replace Toilet Paper Holder	$18.00
Replace Lavatory Faucet Handles (pair) (Based on size and style)	$15.00-$30.00
ELECTRICAL	
Replace Smoke Detector (Battery type)	$18.00
Replace Smoke Detector (Hardware type)	$25.00
Replace Range Hood Complete	$85.00
Replace Exhaust Fan Complete (Caldwell and Fulton)	$150.00
Replace Kitchen Exhaust Fan Grille (Caldwell and Fulton)	$20.00

Replace Kitchen Exhaust Fan Motor (Caldwell and Fulton)	$52.00
Replace Bathroom Exhaust Fan Grille (Based on size and style)	$20.00-$50.00
Replace Light Fixture Complete (PLUS fixture cost)	$26.00
Replace Light Fixture Cover (Based on size and style)	$15.00-$20.00
Replace Light Bulbs (No labor charge to elderly or the handicapped if they have their own bulb-compact fluorescent-burned out or missing)	$4.00
Replace Switch or Receptacle Cover Plate	$4.00
Replace GFI Receptacle	$40.00
Replace 9 Volt Battery (Smoke Detector)	$4.00
Replace Gas Meter	$140.00
Replace Electric Meter or Water Meter	$140.00
APPLIANCES	
REFRIGERATOR	
Replace Door Handle (Varies by size and style)	$24.00-$60.00
Replace Door Handle end cap	$20.00
Replace Freezer Door Gasket (Varies size and style)	Varies
Replace Fresh Food Door Gasket (Varies by size and style)	Varies
Replace Crisper Drawer (Varies by size and style)	Varies
Replace Shelf Brackets (Varies by size and style)	Varies
Replace Condiment Shelf (Varies by size and style)	Varies
RANGE	
Clean Burner Port	$17.00
Clean Grease From Pilot Tubes	$20.00
Replace Burner Knob (Based on size and style)	$6.00-$30.00
Replace Oven Control Knob (Based on size and style)	$8.00-$30.00
Replace Cast Iron Spider-Top Burner Grates	$13.00
Replace Oven Door Handle (Based on size and style)	$24.00-$40.00
Replace Broiler Pan (Based on size and style)	$13.00-$36.00
Replace Thermostat-Gas	Varies
Replace Burner/One Piece Gas (Each)	$43.00
Replace Large Drip Pan	$5.00
Replace Small Drip Pan	$4.00
Replace Electric Burner (Large)	$14.00
Replace Electric Burner (Small)	$13.00
WINDOW SHADES	
18” through 37” (Installed)	$11.00
38” through 61” (Installed)	$14.00
62” through 72” (Installed)	$18.00
76” Shade (Installed)	$15.00
Combination Shade Brackets Pair (Installed)	$7.00
Replace Curtain Rod/Steel	$10.00
Mini Blinds (Installed, Varies by size)	Varies
HEATING	
Replace HVAC Thermostat	$55.00
Replace Damaged Furnace or A/C-or parts	Varies
Replace HVAC Heat Pump Thermostat	$110.00
FLOORS	
Cove Base (Vinyl, per piece)	$12.00
Carpet Cleaning (Per Room-Small-Up To 120 SQ FT)	$30.00

Carpet Cleaning (Per Room-large-More Than 120 SQ FT)	$50.00
Cabinets-Charge Per Apt.-Measurements Vary	$60.00 and Up
CLEANING	
Trash Removal $26.00 per hour in unit	$26.00
Hauling of heavy items-furniture, trash, etc. per hour	$50.00
Loading/unloading items while parked in yards (fine per occurrence)	$50.00
Yard Clean-Up (Basic)	$26.00
Yard Clean-Up (Furniture, tires, etc) per hour	$26.00
Grass mowing (Scattered Sites Units Only)	$50.00
Trimming and Edging of Yard (Scattered Sites Units Only)	$50.00
Recondition Range (based on $26.00 hr labor/contractor rate)	varies
Recondition Refrigerator (based on $26.00 hr labor/contractor rate)	varies
Recondition Floors (Per Room-clean, strip, wax based on $26.00 hr labor/contractor rate)	$22.00
Wash Walls (Per Room-Small, Up To 120 SQ FT based on $26.00 hr labor/contractor te)	$26.00
Clean Balcony per hour	$26.00
Pesticide Treatment, Re-scheduled by Resident (Not ready for scheduled treatment pe ɔur)	$65.00
Pesticide Treatment, Follow-up due to poor housekeeping per hour	$65.00
WALL REPAIR AND PAINTING	
Drywall Repair- varies according to size (based on labor rate and materials used)	varies
Charges for Painting- $2.05 per sq ft./ contractor rate	varies
PAINT PRO-RATING ACCORDING TO TENANT OCCUPANCY:	
4 Years of occupancy- 25% charge of actual cost of labor and material	
3 Years of occupancy- 50% charge of actual cost of labor and material	
2 Years of occupancy- 75% charge of actual cost of labor and material	
1 Year of occupancy- 100% charge of actual cost of labor and material	

HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

CHAPTER 1

STATEMENT OF POLICIES

The Housing Choice Voucher (Section 8) Program was enacted as part of the Housing and Community Development Act of 1974 (the "Act"), which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, are described in and implemented throughout this Administrative Plan. The Housing Choice Voucher Program is federally funded and administered for the City of Evansville by the Housing Authority of the City of Evansville ("Evansville Housing Authority" or "EHA") through its Central Office located at 500 Court , Evansville, In 47708 and the Housing Choice Voucher Program, Leased Housing Department located at 411 S.E. 8th Street, Evansville, In 47713.

The jurisdiction of EHA is the City of Evansville, Indiana.

A. EVANSVILLE HOUSING AUTHORITY MISSION, VALUES, AND GUIDING PRINCIPLES

Mission

Our mission is to enhance Evansville community by creating and sustaining decent, safe, and affordable living environments that foster stability and increase self-sufficiency for people with low incomes. Additionally, in accordance with this plan, EHA is required to develop its own procedures relative to the following:

- Implementation of preferences/local preferences by the EHA.
- Resolution of owner and tenant complaints that are not subject to informal review or hearing process.
- Tracking new admissions to ensure the EHA meets the income targeting requirements established in QHWRA (1998)
- Enforcement procedures for the tenant-caused HQS violations
- Managing and responding to information of alleged drug and violent criminal activity.
- Reasonable accommodations
- Tracking days when search time for an applicant is suspended due to the submission of a RFTA.
- Making decisions regarding the extension on the term of a voucher.
- Internal quality control monitoring of all SEMAP indicators.
- Making decisions relative to findings on an applicant's criminal history report
- Other concerns or events as may be required.

Values

As stewards of the public trust, we pursue our mission and responsibilities in a spirit of service, teamwork and respect. We embrace the values of excellence, collaboration, innovation and appreciation.

Guiding Principles

A. ***Expand the availability of housing for low-income people;***

B. ***Embrace the principles of excellent customer service in the administration of EHA programs;***

C. ***Ensure the long-term viability of EHA's housing stock;***

D. ***Maximize efficiency in delivering maintenance and management services;***

E. ***Implement strategies that will reduce dependency on federal funding;***

F. ***Be positioned to respond effectively and responsibly to change;***

G. ***Contribute to building strong neighborhoods in Evansville;***

H. ***Assist EHA families in achieving their personal goals;***

I. ***Build, support, and respect an excellent EHA work force; and***

J. ***Exercise fiscal soundness in the pursuit of EHA programs and activities.***

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EHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, EHA is committed to providing excellent service to HCV program participants – families and owners – in the community. EHA's standards include:

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

• Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low-income families while ensuring that family rents are fair, reasonable, and affordable.

• Encourage self-sufficiency of participant families and assist in the expansion of family opportunities that address educational, socio-economic, recreational and other

human services needs.

- Promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.

- Promote a housing program that maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.

- Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.

- Create positive public awareness and expand the level of family, owner, and community support in accomplishing EHA's mission.

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

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

EHA will make every effort to keep program participants informed of HCV program rules and regulations, and to advise participants of how the program rules affect them.

FAIR HOUSING POLICY AND EQUAL OPPORUNITY HOUSING PLAN [24 CFR 982.54(d) (6)]

It is the policy of the Evansville Housing Authority to comply fully with all federal, state, and local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

EHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Housing Choice Voucher Program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, or sexual orientation. To further its commitment to full compliance with applicable civil rights laws, EHA will provide information on federal, state, and local regulations and ordinances to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. The information will include the names of government offices which take complaints and perform investigations, including HUD's Office of Civil Rights and the City of Evansville's Office for Civil Rights. 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 and available upon request at the front desk at Leased Housing Department.

All Leased Housing staff will receive training about the importance of affirmatively furthering Fair Housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Leased Housing Department, including in the lobby and interview rooms, and the equal opportunity logo will be used on all outreach materials.

Whenever possible, Leased Housing staff will attend local Fair Housing update training sponsored by HUD and other local organizations to keep current with new developments.

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

Equal Opportunity Housing Plan:

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

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

Equal Opportunity Posting Requirements:

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

- Statement of Policies and Procedures Governing the Section 8 Administrative Plan.
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Income Limits for Admission.
- Utility Allowances.
- Informal Review and Hearing Procedure.

- Fair Housing Poster.
- "Equal Opportunity in Employment" Poster.

PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release information concerning Housing Choice Voucher participants. Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations (Reference HUD Form 9886).

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

To further its commitment to full compliance with applicable Civil Rights laws, the Evansville Housing Authority will provide Federal/State/local information to applicants and participants in the Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Evansville Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Evansville Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Evansville Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation.

Because disabilities are not always apparent, the Evansville Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

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

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

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

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

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

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested

accommodation costs little or nothing. If the cost would be an undue burden, the Evansville Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Evansville Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Evansville Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Evansville Housing Authority's programs and services, the Evansville Housing Authority retains the right to select the most efficient or economic choice.

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

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS & PARTICIPANTS

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

Number of applicants and participants who do not speak English and speak another language.

Cost of translation into the other language per/client who speaks the language.

Evaluation of the need for translation by agencies that work with the non-English speaking clients.

The availability of organizations to translate documents, letters and forms for non-English speaking families.

The Evansville Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking

families. The following languages will be covered: **French, Russian, Spanish, & German. May provide others as available.**

OWNER OUTREACH [24 CFR 982.54(D) (5)]

EHA encourages owners of decent, safe and sanitary housing units to lease to Housing Choice Voucher families. To this end, EHA may:

1. Create and distribute informational materials about the Housing Choice Voucher Program specifically for potential landlords;
2. Establish a landlord advisory group including both for-profit and non-profit housing providers that will advise EHA on matters of concern to landlords in the operation of EHA's Housing Choice Voucher Program;
3. Distribute an owner's newsletter including updates on program guidelines and opportunities for landlords to benefit from the Housing Choice Voucher Program;
4. Provide training in crime prevention, landlord-tenant law, Fair Housing, and other property management issues of interest to owners of assisted properties;
5. Make presentations at local associations of for-profit and non-profit owners describing the benefits of participating in the Housing Choice Voucher Program;
6. Conduct surveys of owners to determine their satisfaction and priorities for improvements in the operation of the Housing Choice Voucher Program;
7. Establish policies which encourage Housing Choice Voucher Program participants to act responsibly in their relationship with their landlords;
8. Establish policies which reward "high performing" landlords for consistently responsible participation in the Housing Choice Voucher Program and high quality service to assisted tenants; and
9. Review all proposed new policies or modifications of current policies and procedures for their potential impact on participating owners. EHA encourages owners to list vacant units with EHA, and updates this list weekly. Available vacancy listings are compiled by GoSection 8.com on their web site.

<u>Policy Regarding Encouraging Owners of Units outside Areas of Poverty or Minority Concentration</u>

EHA encourages program participation by owners of units located outside areas of poverty or minority concentration. EHA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted.

Voucher holders are informed of a broad range of areas where they may lease units inside or outside EHA's jurisdiction and given a list of landlords who are willing to lease units to Housing Choice Voucher participants. This includes a list of non-profit housing groups who have properties outside areas of poverty and minority concentration, and properties subsidized by the Low Income Housing Tax Credit Program with an obligation to notify EHA of the availability of their units.

RIGHT TO PRIVACY

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

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

PROCEDURE POLICY

The Leased Housing Department of the Housing Authority for the City of Evansville will utilize the standard operating procedure and administrative practices as approved by the Evansville Housing Authority's Board of Commissioners. The EHA will continue to implement new practices as mandated by the U. S. Department of Housing and Urban Development. These regulations and practices are available for public review for the EHA's administrative offices located at 500 Court Street, Evansville, In 47708 and at the Leased Housing Department located at 411 S.E. 8TH Street, Evansville, IN 47713.

PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency and a copy provided to HUD.

RULES AND REGULATIONS

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 and all HUD-approved applications for program funding.

REQUIRED POSTINGS

The Evansville Housing Authority will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Housing Choice Voucher Program Administrative Plan is available for review.

B. Notice of the Status of the Wait List (opened or closed)

C. Address of all Evansville Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation shall be posted on the door.

D. Income Limits for Admission will be posted.

E. Missed Appointment Policy.

F. Informal Review and Formal Hearing Procedures

G. Fair Housing Poster

H. Equal Opportunity in Employment Poster

MANAGEMENT ASSESSMENT OBJECTIVES

The EHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the EHA is using its resources in a manner that reflects its commitment to quality and service. The EHA's policies and practices are consistent with the goals and objectives of the following proposed HUD SEMAP indicators:

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 Reexaminations
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14. Family Self-Sufficiency (FSS) Enrollment and Escrow Account Balances
15. Bonus Indicator (Deconcentration).

Supervisory quality control reviews will be performed by an EHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

- Selection from the waiting list
- Rent reasonableness
- Determination of adjusted income
- HQS Enforcement
- HQS Quality Control.

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor.

CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Evansville Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Evansville Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **(insert dollar amount TBA by Board)** for authorized expenditures.

Any item(s) exceeding **(insert dollar amount TBA by Board)** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Evansville Housing Authority against costs associated with any judgment of infringement of intellectual property rights (CFR 982.161).

QUALITY CONTROL PROCEDURES

Quality control may take many different forms. Quality control may be in the form of routine checks, including manual and automated, that are typically built into a PHA's program management system. For example, some PHAs require that a supervisor review all new admissions and recertification transactions prior to final data entry into EHA's computer system. Other PHAs only review the work of new employees. Quality control also occurs when managers generate and analyze standardized reports that enable them to check for internal consistency, completeness of processing, and accuracy of calculations. Another form of quality control is a thorough review of a sample of files representing different transaction types. This review occurs after staff members finish processing the file (e.g. after completion of a recertification.)

Regardless of the approach taken, quality control should include a review of the following functional areas to detect and prevent recurring errors, omissions, fraud or abuse:

- Admissions and occupancy functions: The objective of the review is to determine that the file is complete; meaning that all information, particularly income, assets, and allowances, have been properly verified; unit size is appropriate; and the subsidy, rent, and utility allowance/reimbursement calculations are correct. The review should determine if the information in the file is consistent with the family information reported in MTCS. If any of the file entries are incomplete, unverifiable, or incorrect, the quality control supervisor should record the specific error, preferably by using a standard file review form. The standardized forms can then be compiled and tabulated to summarize the results of all tenant file reviews.

- Rent reasonableness function: The objective of the review is to determine whether the rent approved by EHA was determined to be reasonable in accordance with HUD regulations and EHA's rent reasonableness procedures. This review protects against owners receiving more rent than they would if they rented their units in the private rental market. The reviewer should determine that each file documents that all steps in the rent reasonableness procedure have been completed and that the data provided supports the conclusions drawn.

- Housing Assistance Payments processing function: The objective of this review is to first determine whether the housing assistance payment to the owner is correct, based on the payment standard and family contribution. Second, this review ensures that the payment being made to the owner matches the amount shown on EHA's HAP register. Third, it also confirms that any change in rent resulting from a recertification or interim change is properly reflected in the HAP to owner. Fourth, it protects against payments being made on a HAP contract that has been terminated. Finally, this review protects against payments for a unit that has failed HQS and where the owner has yet to correct the deficiency.

- Inspection function: The objective of this review is to examine the quality of the original EHA inspector's work and the accuracy of the inspector's determination regarding whether or not the unit complied with HQS and/or local housing code. This review prevents owners from receiving program subsidy under the program for substandard units.

RECORDS FOR MONITORING EHA PERFORMANCE

To demonstrate compliance with HUD and other pertinent regulations, the EHA will maintain records, reports and other documentation for a period that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the EHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

In addition to the SEMAP factors to ensure quality control, supervisory staff audits the following functions:

- 5% of reexaminations
- 5% of new applications
- 5% of claims processed.

CONFLICT OF INTEREST POLICY

All EHA employees are bound by the conflict of interest policy outlined in the EHA Employee Handbook and the EHA Manual of Operations.

Privacy/Confidentiality/Use of Personal Identifiers [24 CFR 982.551 and 24 CFR 5.212]

Requirement to Release Information

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

As specified on HUD Form 9886, HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to federal agencies for employment suitability purposes and to housing authorities for the purpose of determining housing assistance.

EHA is also required to protect the income information it obtains in accordance with any applicable state privacy law. HUD and EHA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

Private owners may not request or receive information authorized by this form.

Protection of Applicant and Participant Personal Information

EHA's policy is to protect the privacy of applicants and participants. Except when responding to requests from HUD, law enforcement agencies, or governmental investigating agencies, health or building departments or responding to subpoenas and court orders, EHA staff will not disclose whether or not an individual is an applicant or a participant, or reveal any information about a family without their consent.

EHA staff shall consider the sensitivity of personal information at all times when communicating with applicants, participants, or their representatives (advocates, translators, or family members). Every effort shall be made to conduct conversations about applicants' and participants' personal information in such a way that third-parties are unlikely to overhear them.

Responding to Requests for Status Updates

EHA staff will take reasonable precautions to safeguard the personal information of applicants and participants, without creating barriers that make it more difficult for applicants and participants to communicate with Leased Housing Department.

Individuals who visit Leased Housing Department in person on their own behalf will be presumed to be who they say they are if they can provide personal identification.

Personal identification will be required of any walk-in visitor to the Leased Housing Department who is requesting information relevant to any Section 8 application or participating household to confirm they are a legitimate concerned party. Individuals must be able to show positive and current original identification of who they are representing themselves to be (participant, landlord, or service provider with release of information on record) before EHA staff will acknowledge status of any program participation or share any information (verbally, electronically, or in written documentation).

Acceptable forms of personal identification include the following:
1. State driver's license; (current)
2. State-issued picture identification; (current)
3. Photo identification bank card with signature on back; and (current)
4. Other photo identification of official entity such as a school or business (current)

Individuals who call the Leased Housing Department to request status updates will be given general information however, specific status updated must be done in person or requested in writing.

Translators and Advocates

EHA staff may assume that translators and advocates, including adult family members, who accompany applicants and participants in person, have the applicants' or participants' permission to witness confidential conversations and documents.

EHA staff may assume that translators and advocates who telephone on behalf of an applicant or participant and represent that the applicant or participant is there with them at the time of the telephone call, have the applicants' or participants' permission to conduct the conversation.

Staff, however, shall exercise caution in conducting such conversations on the telephone, and may request additional personal identifiers from the caller to verify that he or she is in fact present in the room with the applicant or participant, or refrain from disclosing highly sensitive information (e.g., denial based on a criminal record, or response to a request for an accommodation based on the presence of a disability), offering instead to send a letter with the requested information to the applicant or participant directly.

EHA staff shall not discuss personal information about an applicant or participant with an advocate or family member when the applicant or participant is not present, without a written, signed and dated request by the applicant or participant giving EHA permission to do so. The written request shall identify the specific persons or agency with whom the personal information may be discussed.

EHA shall exercise caution in conducting personal conversations on the telephone with advocates, and may take such steps as are reasonably necessary to confirm the identity of the advocate.

Domestic Violence

An applicant or participant may request that no information be provided to a current or former spouse or partner, because of domestic violence or harassment related to a domestic conflict (e.g., child custody dispute). In such cases, staff shall note this in the file and computer records, and make every effort not to disclose information about the applicant or participant to any third-party, regardless of the relationship claimed. Staff shall inform applicants and participants who make such a request that it will not apply to requests from HUD or law enforcement, or other governmental agencies authorized by EHA's General Counsel to secure confidential information about them.

Retention of Information Relating to a Disability

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" or returned to the family member after its use. The personal information in this folder must not be released except on an "as-needed" basis in cases where an accommodation is under consideration.

Retention of Criminal Background Checks

The results of criminal background checks shall also be maintained in a separate file in a secure location, marked "confidential." The personal information in this file must not be released except on an "as-needed" basis, to defend against an appeal of an EHA determination, to deny admission to the program, or terminate assistance under the policies outlined in this Plan. Criminal check information shall be destroyed one year from the date of an admissions decision based on it.

Forwarding Addresses; Information Necessary to Collect Delinquent Accounts

Unless a privacy request is made by the voucher holder, EHA will provide information on forwarding addresses for current and former participants to police or other

governmental authorities, previous landlords, and other public housing authorities, upon request by those parties.

Regardless of any privacy request on record, information regarding delinquent residents/participants may be exchanged when it is deemed in the interest of EHA and its collection effort.

Requests by Governmental Agencies and Attorneys to View, Copy, or Remove Documents

Requests by law enforcement agencies to view, copy or remove documents shall be made to the EHA Department Head and/ or Executive Director.

Public Disclosure Law
All requests for personally identifiable information about applicants and participants under the Freedom of Information Act or any other public disclosure law shall be referred to the EHA General Counsel.

Use of Personal Identifiers (Social Security Numbers)

EHA is required to collect proof of Social Security Number from all applicants and participants age six and older who have been issued a Social Security Number. EHA uses Social Security Numbers as the primary, unique identifier of applicants and participant records. However, EHA shall take every precaution it reasonably can to prevent disclosure of applicant or participant Social Security Numbers to third-parties not authorized to have access to them.

EHA will not include Social Security Numbers on correspondence mailed to the applicant's or participant's address.

EHA will shred all documents containing personal identifiers, including Social Security Numbers, before disposing of them.

EVANSVILLE HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Evansville Housing Authority, the Housing Choice Voucher Owners/Landlords, and the participating families.

What does HUD do?

HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
- Allocate HCV program funds to PHAs;
- Provide technical assistance to PHAs on interpreting and applying HCV program requirements;
- Monitor PHA compliance with HCV program requirements and PHA performance in program administration.

What does the EHA do?

EHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies;
- Review applications from interested applicant families to determine whether applicants are eligible for the program;
- Maintain waiting list and select families for admission;
- Issue voucher to selected family and, if necessary, assist the family in finding a place to live;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Ensure that families and their rental units continue to qualify under the program;
- Ensure that owners and families comply with program rules;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, the PHA's administrative plan, and other applicable federal, state and local laws.

What does the Owner do?

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine if they will be good renters.
    - EHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
    - The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.
- Comply with the terms of the Housing Assistance Payments contract, executed with EHA;
- Comply with all applicable fair housing laws and discriminate against no one;

• Maintain the housing unit by making necessary repairs in a timely manner;
• Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

What does the Family do?

The family has the following responsibilities:

• Provide EHA with complete and accurate information, determined by EHA to be necessary for administration of the program;
• Make their best and most timely efforts to find a place to live that is suitable for them and that qualifies for the program;
• Cooperate in attending all appointments scheduled by EHA;
• Allow EHA to inspect the unit at reasonable times and after reasonable notice;
• Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
• Comply with the terms of the lease with the owner;
• Comply with the family obligations of the voucher;
• Not commit serious or repeated violations of the lease;
• Not engage in drug-related or violent criminal activity;
• Notify EHA and the owner before moving or termination the lease;
• Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
• Promptly notify EHA of any changes in family composition;
• Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

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

EVANSVILLE HOUSING AUTHORITY RESPONSIBILITIES

A. The Evansville Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Evansville Housing Authority Housing Choice Voucher Administrative Plan.

B. In administering the program, the Evansville Housing Authority must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Actively pursue through marketing efforts to attract owners to make units available for leasing in the program, including but not limited to real estate located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who pre-qualifies for admission to the Section 8 Program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR parts 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy; as well as complaints;

12. Determine the amount of the Housing Assistance Payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the Housing Assistance Payment contract by the 10th of the month;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family documentation;

16. Establish and adjust Evansville Housing Authority utility allowance;

17. Administer and enforce the HAP contract with an owner, including taking appropriate action as determined by the Evansville Housing Authority, if the owner defaults (e.g., HQS violation);

18. Determine whether to deny or terminate assistance to a participant family for violation of the Code of Federal Regulations (CFR);

19. Provide an applicant an opportunity for an informal review of Evansville Housing Authority decisions denying assistance to the applicant;

20. Provide a participant an opportunity for an informal hearing concerning Evansville Housing Authority decisions;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

22. Administer a Family Self Sufficiency Program.

OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Evansville Housing Authority documentation required under the HAP contract.

5. Collecting from the family:

a. Any security deposit required under the lease.
b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.)
c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that the Evansville Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation. These must be submitted in writing within ten (10) business days of the change.

2. The family must supply any information requested by the Evansville Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Evansville Housing Authority Inspection

The family must allow the Evansville Housing Authority to inspect the unit at reasonable times, with proper written notice of not less than 48 hours.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Evansville Housing Authority and the owner before the family moves out of the unit or terminates the lease by a 30 day written notice to the owner and EHA.

F. Owner Eviction Notice

The family must promptly give the Evansville Housing Authority a copy of any owner eviction notice it receives within ten (10) business days of the receipt of the Notice.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a primary residence by the family. The unit must be the family's only residence.

2. The Evansville Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Evansville Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Evansville Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Evansville Housing Authority in writing within ten (10) business days if any family member no longer resides in the unit. Additionally, proof of residency is required.

4. If the Evansville Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Evansville Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Evansville Housing Authority consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses and written approval of the owner prior to operation of said business.

6. The family must not sublease or sublet the unit.

7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Evansville Housing Authority to verify that the family is living in the unit,

or relating to family absence from the unit, including any Evansville Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Evansville Housing Authority for this purpose. The family must notify the Evansville Housing Authority within ten (10) business days of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Evansville Housing Authority for absences exceeding 30 days. The Evansville Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the Evansville Housing Authority

I. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

J. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

K. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

TERMINOLOGY

The Housing Authority of the City of Evansville is referred to as “EHA,” “PHA,” or “Public Housing Authority” 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.

“Disability” is used where “handicap” was formerly used.

“Non-citizens Rule” refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 program is also known as the Housing Choice Voucher Program.

“HQS” means the Housing Quality Standards required by regulations as enhanced by the EHA.

“Failure to Provide” refers to all requirements in the first family obligation (see Chapter 15, “Denial or Termination of Assistance”).

“Merger date” refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher Programs into the Housing Choice Voucher Program.

See the Glossary at the end of this Plan for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

This Chapter defines both HUD and EHA's criteria for admission and denial of admission to EHA's Housing Choice Voucher Program.

EHA's policy is to apply these criteria objectively and consistently to the evaluation of eligibility for all people who apply to EHA housing programs, and to give all applicants every opportunity to demonstrate their eligibility.

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 EHA pertaining to their eligibility.

A. Eligibility Factors [24 CFR 982.201(b)]

To be eligible for participation in EHA's Housing Choice Voucher Program an applicant must:

1. Be a "family," as defined below, which must have a head of household or spouse who is at least 18 years of age or an emancipated minor;
2. Be within the appropriate income limits as established annually by HUD;
3. Furnish Social Security Numbers for all family members age six and older, if they have been issued a Social Security Number;
4. Be a United States Citizen or Eligible Non-Citizen. However, evidence of Citizenship/Eligible Immigrant Status will not be collected or verified until the family's first annual review after their initial lease-up in the program [24 CFR 5.508(g) (3); 24 CFR 5.512(b)];
5. Not owe money to EHA or other housing authorities;
6. Complete the application process, and provide truthful and verifiable information about income and personal circumstances; and
7. Cooperate in the verification of application information.
8. Consent to the EHA's collection and use of family information as provided for in EHA provided consent forms.

In addition to the above, all members of the family must meet EHA's criminal history standards and, if they have previously been Section 8 residents, must meet EHA's Section 8 participant history standards, as well as standards outlined in this chapter for admission to the program.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and EHA definitions of family and household members and explains initial and ongoing eligibility

issues related to these members.

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

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

I. Definitions of "Family" – Family Composition [24 CFR 982.201(c)]

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

Family

The definition of "family" includes:
1. A single person;
2. A household consisting of one or more adults and dependent children;
3. Two or more persons who share residency and whose income and resources are jointly available to meet the family's needs;
4. Two or more elderly or disabled persons living together; or
5. One or more elderly, near-elderly or disabled persons living with one or more live-in aides.

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

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

Household

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

Head of Household

A "head of household" is the adult member of the household who:

1. Has the legal capacity to enter into a lease under state and local law;

2. Will be issued the Section 8 voucher;
3. Will sign the Section 8 lease; and
4. Will be responsible for meeting the family obligations under the lease and voucher agreement.

Emancipated Minors

An emancipated minor may be a head of household.

Spouse of Head of Household

"Spouse" means the husband or wife of the head of household. It includes the partner in a marriage who resides in the same household. The term "spouse" does not include boyfriends, girlfriends, significant others, or co-heads of households.

Co-Head of Household

A "co-head of household" is an individual in the household who signs the lease and voucher agreement and who is equally responsible, with the head of household, for lease and voucher agreement obligations. A family may have a spouse or a co-head, but not both. A co-head cannot be a dependent. Minors who are emancipated under state law may be designated as a co-head.

Other Adult

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

ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403]

Elderly Persons:
An *elderly person* is a person who is at least 62 years of age.

Near-Elderly Persons:
A *near-elderly person* is a person who is at least 50 years of age but below the age of 62.

Elderly Family:
An *elderly family* is one in which the head, spouse, co head, or sole member is an elderly person.

Identifying elderly families is important because these families qualify for special deductions from income as described in Chapter 6.

PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]
Persons with Disabilities:

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or co head is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in the glossary section of this administrative plan.

These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 1, EHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family

A family in which the head of household, co-head of household or spouse meets the definition of disabled set forth in this Administrative Plan.

Live-in Aide

A person who may or may not reside with the family and who meets the requirements for a live-in aide described in this Administrative Plan.

Multiple Families in the Same Household

Two families living together (such as a mother and father, and a married child with his or her spouse and/or children) may be treated as a single family unit.

DEPENDENT [24 CFR 5.603]
A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co head, foster children/adults and live-in aides.

Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

Joint Custody of Children

Children who are subject to a joint custody agreement will be considered to be members of that parent's household with whom they primarily reside (51 percent of the time).

Shared Custody - Dependent Deductions and Bedroom Size:

When a court provides more than one family member custody of a child and one family lives in assisted housing, the assisted family receives the dependent deduction

and the child is counted toward the family size if the assisted family has primary custody (more than 50 percent). If custody is shared equally, then the child and the deduction are accorded as follows:

1. To the family that contains the person who receives TANF for the child (ren), or

2. If no TANF is received, then to the person who claims the child (ren) as a dependent for Federal income tax purposes, or

3. If the child is not claimed on Federal tax forms, to the person who claims the child (ren) as a dependent for State income tax purposes, or

4. If no tax forms are filed by either party, then the unassisted family is deemed to have primary custody and the assisted family receives no deduction and the child is not counted as a member of the assisted family.

When more than one family member shares custody of a child and both live in assisted housing, only one family can claim the dependent deduction for the child (ren). Likewise the child (ren) must be counted in only one family when determining the family voucher size.

The family that will receive the deduction and bedroom allocation is determined as above. If no tax forms are filed by either family, then the family heads must designate in writing which family will receive the benefit of the deduction (and the bedrooms to accommodate the child (ren). If the families cannot agree, then all the child(ren) are recorded as being in the household of the family with the greatest annual income and that family receives the child deduction(s) and the allocation of bedrooms for the child(ren).

Families who claim primary custody in a joint custody or temporary guardianship arrangement will be required to certify, and provide supporting documentation to establish, that the child or children reside primarily with the applicant or resident. At a minimum, the child's school records must show the child's primary address to be the same as the applicant or resident.

When both parents are on the waiting list and both claim the child as a family member, the primary custodial parent whose address is listed in the school records as the primary address for the child will be allowed to claim the school-age child as a dependent for the purposes of claiming the dependent deduction and determining subsidy.

FULL-TIME STUDENT [24 CFR 5.603, HVC GB p. 5-29]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

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

Ability to Meet Program Requirements: Applicant/ Participant

The EHA is not required to provide accommodations that would result in a fundamental alteration of the program, or impose any undue financial and administrative burden.

The EHA makes no inquiries about a person's abilities to meet program requirements that are not made of all applicants or participants of the same assisted housing program. An applicant with disabilities may be denied admission to an assisted housing program if:

> 1. He or she is not capable of meeting the essential eligibility requirements, with or without supportive services provided by persons other than the EHA;
>
> 2. There is no reasonable accommodation that the EHA could provide which would enable the applicant to participate in and benefit from the program.

The EHA is not required to provide accommodations that would result in a fundamental alteration of the program, or impose any undue financial and administrative burden.

II. BASIC ELIGIBILITY CRITERIA

A. Income Limits [24 CFR 982.201(b), 982.353]

To be income eligible the applicant must have a "very low income," that is, the applicant's income cannot exceed 50 percent of the area median income established annually by HUD for the Vanderburgh County Area and adjusted for family size, at the time the family receives the voucher.

The following applicants, however, are income eligible if their income exceeds 50 percent of the area median income provided their income is "low," that is, does not exceed 80 percent of median income established annually by HUD for the Vanderburgh County Area and adjusted for family size:

1. A family that has been 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 120 days of voucher issuance;
2. A family that has been physically displaced by rental rehabilitation activity under 24 CFR Part 511;
3. A family residing in a project subject to a home-ownership program under 24 CFR 248.173 that is not participating in the program;

4. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165;
5. A family that qualifies for voucher assistance as a family residing in a project subject to a resident home-ownership program that is not participating in the program;
6. A family participating in a Housing Choice Voucher Program home-ownership program.

The following applicants are income eligible if their income exceeds 80 percent of median income established annually by HUD for the Vanderburgh County Area and adjusted for family size:

1. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165; and
2. A family living in a unit which becomes a Project-Based Voucher Program unit under EHA's project-basing policies described in Chapter 5, provided the family's income was lower than the target income level for the unit described in the HAP Contract or Agreement to Enter Into a HAP Contract (AHAP) when the family first leased the unit.

Applicants/participants reporting zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for those expenses.

Families whose annual income exceeds the applicable income limit will be denied.
Income Limits for Families Exercising Portability

Families who port-in to EHA's Housing Choice Voucher Program must be within the applicable income limit and voucher subsidy size for EHA's program if leasing up for the first time.

B. Mandatory Social Security Numbers [24 CFR 5.216, 5.218]

Families are required to provide, prior to admission, verifiable Social Security Numbers for all family members age 6 and older who have been issued a Social Security Number. This requirement also applies to persons joining the family after the family has been admitted to the program.

Failure to provide verifiable Social Security Numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must certify that they have never been issued a Social Security Number.

Persons who provide Social Security Numbers, but cannot provide verification, must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

C. Proof of Identity: Applicant Identification

The EHA requires each adult member of an applicant family to provide proof of identity in the form of a government issued photo identification card. The card must, at a minimum, identify the adult by name and date of birth and must be a valid, unexpired, card. A live-in aide must provide a photo identification card at the time the family requests EHA approval of the aide. The card must be valid (not expired) and must, at a minimum, identify the aide by name and birth date. A copy of both forms of identification must be maintained in the client folder for as long as the aide resides with the family.

No adult shall be admitted to an assisted housing program unless he or she has provided the EHA with a valid photo identification card. A copy of each identification card shall be maintained in the client folder. When minors in the assisted family reach the age of 18 they shall be required to provide a government issued photo identification card for the client folder at the first reexamination of income following their 18th birthday.

D. 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 8 provides detailed information concerning the consent forms and verification requirements.

EHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow EHA to obtain information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3)].

E. Citizenship/Eligible Non-Citizen [24 CFR Part 5, Subpart E]

The status of each member of the family is considered individually for the citizenship/eligible immigration requirement before the family's status is defined. Only those family members who are U.S. citizens or eligible immigrants may receive benefits from the Housing Choice Voucher Program. Eligible immigrants are persons who are in one of the immigrant categories set forth in 42 U.S.C. Section 1436(a).

Mixed Families

A “mixed family” is a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. A mixed family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Assistance for such families will be pro-rated according to the number of residents who are citizens or have eligible immigration status.

Ineligible Families

“Ineligible families” are those families in which no members are eligible for assistance.

Non-Citizen Students

A “non-citizen student” is any alien who:

1. Has a residence in a foreign country that he or she intends to maintain;
2. Is a bona fide student qualified to pursue a full course of study; and
3. Is admitted to the United States temporarily and solely for purposes of pursuing such course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such alien and approved by the Attorney General as provided in 42 U.S.C. 1436a(c) (2).

Appeals

Applicants who are denied admission because of immigration status under this section are entitled to an informal hearing as provided in Chapter 19 of this Administrative Plan.

Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]

For new occupants joining the resident family, OHA must verify status at the first interim or regular reexamination following the person’s occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, EHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status during continuous occupancy.

EHA will verify the status of applicants at the time other eligibility factors are determined.

Mandatory verification of eligibility immigration status

In order for a family to be eligible to receive full voucher housing assistance, all family members must be United States citizens, nationals or certain categories for eligible non citizens. Once an applicant reaches the top of the waiting list the initial screening of the

applicant and their family will include declaration or verification of citizenship or eligibility immigration status.

To qualify for 100% subsidy under this requirement, when the applicant reaches the top of the waiting list all family members must declare citizenship submits evidence of citizenship, or eligible immigration status to the housing authority.

If an applicant family does not declare citizenship or provide proof of eligible immigration status, housing assistance will be denied to the applicant. If there are members of the family who do not contend to b e citizens or have eligible immigration status, then that family's housing assistance payment will be pro-rated to assist only those citizens, nationals, and eligible non-citizens. At any time in the future the family composition changes, proof of citizenship or eligible immigration status must be provided.

Verification of eligible immigration status:

The following types of verification will be acceptable as methods to document applicants' citizenship or eligible immigration status:

For citizens and non-citizens claiming eligible immigration status:

A signed declaration of U.S. citizenship
For non citizens 62 years of age and who are receiving assistance on June 19, 1995:
A signed declaration, of eligible immigration status, and proof of age.

For all other non-citizens;
A signed declaration of eligible immigration status; and
Acceptable INS documents; and
A signed verification consent form.

III. DENIAL OF ADMISSION – OVERVIEW

A family that does not meet the eligibility criteria discussed families, must be denied admission.

In addition, HUD requires or permits EHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part.

Forms of Denial [24 CFR 982.552(a) (2); HCV GB, p. 5-35]

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, or
• Refusing to process a request for or to provide assistance under portability procedures.

MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a)]

EHA is required to establish standards that prohibit admission of an applicant to the HCV program if they have engaged in certain criminal activity or if EHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, and/ or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors.

Where the statute requires that EHA prohibit admission for a prescribed period after some disqualifying behavior or event, EHA may choose to continue that prohibition for a longer period [24 CFR 960.203(c) (3) (ii)].

EHA is required by HUD regulations [24 CRF 982.553(a)] to deny the applications that involve:

1. Eviction in last 3 years from federally assisted housing for illegal drug activity: EHA shall deny admission to any EHA housing program to applicants who have been evicted from public or other federally assisted housing due to drug-related activity within the last three years. [24 982.553(a)]

a) Definition of drug-related criminal activity: Drug-related criminal activity means 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.
b) Evidence of rehabilitation or permanent absence of criminal from household: EHA may, however, admit the household if it determines that:
    i. The evicted household member who engaged in drug related criminal activity has successfully completed a supervised drug rehabilitation program approved by EHA: or
    ii. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
c) Evidence of rehabilitation: EHA standards for evidence of rehabilitation under this section may take into consideration documented evidence of rehabilitation for drug-related offenses if the applicant can provide all of the following:
    i. Evidence of completion of a recognized drug treatment program;
    ii. Commitment of appropriate services by a recognized service provider; and
    iii. No re-offense in the two-year period preceding the issuance interview.

2. Current use of illegal drugs: EHA shall deny admission to households if it determines that a household member is currently engaged in illegal drug use. • EHA determines that any household member is currently engaged in the use of illegal drugs. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. *Currently engaged in the illegal use of a drug* means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b) (1)].EHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. Methamphetamine production in federally assisted housing: EHA shall permanently prohibit admission to any applicant if any household member has been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

4. Sex-offenders: EHA shall deny admission to a household if any household member is subject to a lifetime registration requirement under a state sex offender registration program.

5. Pattern of abuse of alcohol: EHA shall deny admission to a household if it has cause to believe 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.

In determining reasonable cause, EHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use, sales, possession or abuse of illegal drugs or the abuse of alcohol.

OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

HUD permits, but does not require EHA to deny admission for the reasons discussed in this section.

Criminal Activity [24 CFR 982.553]
If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past three years, the family may be denied assistance:

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distributions, 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, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100];

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:
Conviction for drug-related or violent criminal activity within the past 3 years;

Any arrests for drug-related or violent criminal activity within the past 3 years;

Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 3 years; or

A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

In making its decision to deny assistance, EHA will consider the factors discussed above. Upon consideration of such factors, EHA may, on a case-by-case basis, decide not to deny assistance.

Previous Behavior in Assisted Housing [24 CFR 982.552(c)]

HUD authorizes PHAs to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

EHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program or the Welfare to Work voucher program.
EHA **will** deny admission to an applicant family if EHA determines that the family:

• Has a record of unsuitable past performance in meeting financial obligations, including rent within the past three years

• Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants

• Has a record of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances)

• Owes rent or other amounts to this or any other HA or owner in connection with

any assisted housing program

• Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent

• Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

• Has engaged in or threatened violent or abusive behavior toward EHA personnel

> *Abusive or violent behavior towards EHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
>
> *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
> In making its decision to deny admission, EHA will consider the factors discussed in above. Upon consideration of such factors, EHA may, on a case-by-case basis, decide not to deny admission.

EHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

<u>HUD-Required Denials: Failure to Submit Consent Forms</u>

EHA will not admit family if any member of the family fails to sign and submit consent forms for obtaining information required by EHA, including Form HUD-9886. This denial is required pursuant to 24 CFR 982.552(b).

<u>EHA Policy on Denying Admission Based on Family History</u> [24 CFR 982.552(c)]
Participant History Requirements

In addition to denial of admission for the reasons outlined above, EHA may deny admission to a family if any family member:

1. Has been previously assisted under the program and was terminated for violating any family obligation in the last 5 years;

2. Has been evicted from federally assisted housing for any reason in the last 5 years;

3. Has ever committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or unlawfully manipulated the application process in any way;

4. Currently owes rent or other amounts to EHA or any other public housing authority (PHA) that receives federal housing subsidies;

5. Has not reimbursed any PHA in full for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

6. Breaches an agreement with EHA to pay amounts owed to EHA, or amounts paid to an owner by EHA;

7. Do not meet any one or more of the eligibility criteria;

8. Do not supply information or documentation required by the application process;

9. Fail to respond to a written request for information or a request to declare their continued interest in the program;

10. Fail to complete any aspect of the application or lease-up process;

11. Having participated in the Family Self-Sufficiency (FSS) program, fails to comply, without good cause, with the family's FSS contract of participation;

12. Has ever engaged in or threatened abusive or violent behavior toward EHA or other housing authority personnel, as follows:
    a) "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered profane, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial; or
    b) "Threatening" refers to oral or written threats, or physical gestures, that communicate an intent to abuse or commit violence.

13. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

14. Has or is fleeing to avoid prosecution, custody, or confinement after conviction, for a crime or attempt to commit a crime that is a felony or is violating a condition of probation or parole imposed under federal or state law;

15. Have been a past participant in the Housing Choice Voucher Program and may be determined ineligible if it is determined that the applicant either:

    A. Failed to satisfy liability for unpaid rent or damages.
    B. Vacated the unit in violation of their lease.
    C. Failed to promptly and/or honestly supply information relating to

income, allowable deductions and family compensations.

D Intentional and willfully abused the program.

E Have engaged in or threatening abusive or violent behavior towards any HA staff or residents.

In determining whether or not an applicant shall be determined ineligible and in determining the length of the ineligibility, the Program Administrator shall consider factors such as:

1. The seriousness of the offense.

2. The applicant's current attitude.

3. The length and time that has lapsed since the offense.

Criminal History Requirements [24 CFR 982.552(e)]

EHA will deny admission to an applicant if a criminal background check reveals an arrest/conviction for any family member for any of the following offenses within the time periods specified below:

1. Methamphetamine production anywhere (not just federally assisted housing), life time ban
2. Controlled substance possession or use within three years;
3. Controlled substance delivery within five years;
4. Intent to sell drugs within five years;
5. Sexual assault – life time ban
6. Felony assault within five years;
7. Misdemeanor assault within three years;
8. Four or more assaults of any kind within the past 10 years;
9. Arson within 10 years;
10. Homicide within 20 years;
11. Burglary within two years;
12. Robbery within five years;
13. Armed robbery within 10 years;
14. Kidnapping within seven years;
15. Prostitution within five years;
16. Domestic abuse within five years;
17. Any other felony convictions within the past three years; and
18. Frequent and repeated crimes of any kind that indicate habitual criminal behavior

Time Intervals Do Not Include Time in Jail

The intervals noted above are the time periods that must have passed after the convicted household member was released from incarceration.

Screening for Families Exercising Portability

EHA shall use the HUD-required denials, EHA participant history requirements, and criminal history requirements described above to screen families seeking to port-in to EHA's Section 8 program.

Removal from the Waiting List

An application is removed from the waiting list for the following reasons:

1. The application form or other correspondence is returned twice by the U. S. Postal Service as "undeliverable;"
2. The applicant has submitted a duplicate application (in which case only the application with earliest date/time stamp recorded is retained)
3. The applicant is ineligible due to income;
4. The applicant is ineligible due to U.S. citizenship and immigration status requirements;
5. The applicant resides out of City limits and is unwilling to participate in the tenant-based program within the City limits for one year;
6. The applicant fails to appear for interviews or appointments;
7. The applicant fails to provide information requested by the EHA or to return forms or other correspondence within a reasonable period of time as determined by the EHA
8. The applicant refuses an offer of tenant-based assistance;
9. The applicant requests to be removed from the application waiting list;
10. The EHA denies the applicant admission to the program;
11. The applicant has not located a suitable unit within the initial period of the voucher or within any extension(s) given;
12. The applicant is deceased;
13. Any adult member of an applicant's proposed household does not sign a consent to check criminal history records or does not provide fingerprints as may be needed to process a criminal history records check;
14. As a result of a criminal history, background or activity check or for other lawful reasons the family as constituted will be denied admission to assisted housing and the EHA offers assistance with conditions to the family but:
    a. The family does not accept the conditions, or

    b. An adult member of the approved family does not sign the EHA's agreement specifying the conditions on assistance within a reasonable period of time;

15. The applicant is required to be removed from the waiting list or denied admission for other reasons specified by HUD.

Consideration of Circumstances [24 CFR 982.552(c) (2)]

In determining whether to deny or terminate assistance because of a family member's action or failure to act, EHA may consider all relevant circumstances such as the seriousness of the act or failure, the extent of participation or culpability of family

members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

Notice of Standards to Applicants and Participants

EHA shall give every applicant and participant a written description of:

1. Family obligations under the program;
2. The grounds on which EHA may deny or terminate assistance because of family action or failure to act; and
3. EHA's informal review procedures for denial of admission to the program.

Notice to Waiting List

EHA shall notify applicants on the waiting list, who submitted pre-applications prior to EHA establishing new standards for denying admission based on criminal background or other aspects of family history outlined above, of the new standards for denying admissions.

Changes in Eligibility Prior to Effective Date of Contract

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

Notification of Denial

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, as described in Chapter 19.

OTHER CRITERIA FOR ADMISSION [24 CFR 982.552(B)]

The EHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The family must not have violated any family obligations during a previous participation in the Section 8 Program for three (3) years prior to final eligibility determination. The EHA may make an exception, if the family member who violated the family obligation is not a current member of the household on the application

- If the EHA denies assistance to a person with a disability due to a violation of family obligation, and the violation was the result of the disability, the applicant may request a review of the decision to deny assistance.

- The family must pay any outstanding debt owed the EHA or another PHA as a result of prior participation in any Federal housing program.

- No family member may have been evicted from federally assisted housing in the last 3 years.

- The EHA may check criminal history for all adults in the household to determine whether any member has violated any of the prohibited behaviors as referenced in Chapter 15, "Denial or Termination of Assistance."

- The EHA may perform the following types of tenant screening activities:

    - Criminal background check
    - Drug related activity.
- If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the EHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition.

Eligibility will be denied if any member of the family fails to sign and submit consent forms for obtaining information required by the EHA, including Form HUD-9886 denied.

Prohibited Admissions Criteria [982.202(b)]

HUD rules prohibit denial of assistance to the program based on any of the following criteria:

1. Age, disability, race, color, religion, sex, or national origin. (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
2. Where a family lives prior to admission to the program;
3. Where the family will live with assistance under the program;
4. Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock;
5. Whether a family includes children;
6. Whether a family decides to participate in a family self-sufficiency program; or

Notice to Landlords: Not Responsible for Tenant Screening [24 CFR 982.307)]

EHA shall screen applicants for satisfaction of the program admission criteria only. EHA does not screen for applicant or family behavior not related to participant history requirements. EHA does not screen for suitability for tenancy. Screening for suitability is the property owner's responsibility. EHA has no responsibility for the family's behavior or conduct as tenants, and has no liability to property owners or others for the acts of Housing Choice Voucher Program tenants.

Information Provided to Owners

The owner is responsible for the screening and selection of any family that will occupy the owner's unit. Before approving a tenancy, EHA will inform the owner that screening and selection for tenancy is the owner's responsibility.
Upon request by the owner, EHA will give the owner:

1. The family's current and previous address(es) as shown in EHA's records; and
2. The name and address (if known by EHA) of the landlord at the family's current and previous address (es). The same information will be supplied to all owners who request it.

EHA: Authority to Refuse Owner Requests for Screening

The EHA shall not provide criminal history information to any owner who does not comply with approved procedures or who fails to meet all Federal, State and local requirements with regard to obtaining, using, safeguarding and destroying such information.
Different Standards for Project-Based Units

The screening criteria above apply to applicants for EHA's tenant-based Housing Choice Voucher Program. Criminal history standards for the Project-Based Program are described in Chapter 5.

Actions outside the Scope of the EHA

The EHA does not make any determinations regarding a family's behavior or suitability for tenancy. However, to affirmatively further fair housing activities, the EHA may provide assistance to applicants who have not been successful in finding housing on their own. Although EHA employees may discuss the requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 with the landlord and the family, EHA staff does not recommend, negotiate, require, endorse or approve any amendment of the lease normally used by the owner for unassisted families to accommodate a person with a disability nor does it recommend, negotiate, require, endorse or approve any agreement outside the lease. Such amendments and agreements may violate Fair Housing laws. The EHA refers the landlord and the family to their attorneys, to legal aide/services or to Fair Housing for advice on any such matters.

Admission of Additional Members to an Existing Household

The EHA, at its sole discretion, may approve the addition of persons to the assisted family's household at the written request of the head of household. Approval of such additional family members does not require the family to meet any income limits. Federal income limits are applicable only at the time of initial admission to the Section 8 program. Addition of an adult family member may require a HAP pro-ration or change in the HAP pro-ration.

The EHA prohibits the addition of any person to the household who would normally be denied initial admission to the program in accordance with Chapter 13, *Terminations and Denials*, of this Administrative Plan.

An additional person may not be added to the household until he or she has met all program requirements, including providing social security numbers, information on citizenship status, and appropriate income release forms. The added member must sign an appropriate verification forms.

Upon approval by the EHA, which shall always have a prospective effective date, the new household member is immediately subject to all the requirements, and receives all the benefits, of the assisted housing program.

In the tenant-based program, prior to allowing the addition of the household member, the existing head of household must secure the owner's written permission to add the new member to the household. If this cannot be obtained, the original head of household is given a voucher to search for housing which will accept the newly designated household.

Family Responsibilities

Families are required to abide by the family responsibilities and obligations pertinent to the housing program under which the family is assisted. All families are required to report all changes in family income and composition and to request prior approval of the EHA before adding members to the household in accordance with the program regulations.

Prior to initial lease approval and contracting, at each annual reexamination and at any re-contracting event all adult family members of an assisted household are required to sign the appropriate EHA form which states the family responsibilities and obligations for the housing program under which the family is assisted.

All adult family members of an assisted household are required to sign the form HUD-9886, Authorization for the Release of Information / Privacy Act Notice, (or any successor form) at the time of initial application, at each reexamination.

MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud and/or willful misrepresentation by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the HA may take such

other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

Chapter 3
ALLOCATING EHA'S VOUCHERS: TYPES OF VOUCHERS

SPECIAL ISSUANCE VOUCHERS

[24 CFR Part 5, Subpart D; 982.54(d) (1); 982.204, 982.205, 982.206]

EHA shall make its inventory of Housing Choice Vouchers available to eligible participants through the following avenues of distribution

1. General public waiting list;
2. Project-Based Voucher Program;
3. Tenant- Based Voucher Program; and
4. Special issuances.

This chapter describes each distribution method, primarily focusing on special issuances, and assigns target percentages for utilization in each method. It also discusses special purpose vouchers offered by HUD from time to time for specific families. The issuance process for special purpose voucher programs (i.e., Welfare to Work, Family Unification Program, Mainstream Disability Vouchers, and Opt-outs etc.) is described in Chapter 4.

A. General Public Waiting List: Tenant-Based Vouchers

EHA shall maintain a waiting list to ensure that any eligible family can receive consideration for housing assistance in a fair, non-discriminatory, and predictable manner. The procedures for establishing this waiting list are described in Chapter 4.

B. Project-Based and Agency-Based Voucher Programs

EHA recognizes that it is only one participant in a network of housing and service providers serving very low-income and extremely low-income families in the Evansville area, and promotes the coordination of services among community resources when it can do so in a fair, open and non-discriminatory manner. To this end, EHA in 1998 established its Project-Based Voucher Program.

EHA's Project-Based Program is described in Chapter 5 of this Plan. EHA's Tenant -Based Voucher Program is described in Chapter 6.

C. Special Issuances

EHA shall have the authority to issue vouchers to eligible families in response to specific situations or opportunities outside of the general public waiting list, Project-Based Program, or Tenant -Based Program, when such issuances are consistent with EHA's mission, are made in response to specific community needs, and are consistent with the provisions of this Plan.

Standard categories of special issuances include:

1. Vouchers used in the Evansville Senior Housing Program, described below;

2. Vouchers issued to residents of EHA housing as an accommodation for a person with a disability, upon referral by EHA's Leased Housing Director and approval by the Executive Director, described below;

3. Exit vouchers issued to residents of EHA's Project-Based Voucher Program and Section 8 "Mod. Rehab." units whose household size increases beyond HQS occupancy standards, when no replacement unit is available in the building, as described in Chapter 5;

4. Vouchers issued at the discretion of the Executive Director for cases of special urgency, described below;

5. Up to 50 vouchers per year for three years, for a home-ownership program targeting public housing residents, under the terms of a ROSS grant, or other such home-ownership program as may be established by the EHA Commissioners in the future.

The category of special issuances does not include vouchers provided to EHA by HUD for specific residents of HUD-subsidized properties subject to conversion of one kind or another (pre-payment, opt-out, etc.). These are discussed separately below.

D. <u>Executive Director Discretion</u>

The EHA Board delegates to EHA's Executive Director or his designee the discretion to offer a Housing Choice Voucher to an eligible, extremely low income family facing immediate displacement through no fault of their own, provided funding is available and the special circumstances are documented. Examples include:

1. City condemnation of a building for reasons of violation of health and safety codes (not city agency redevelopment plans), when the building provides housing or shelter to extremely low-income households, and the city requests EHA's assistance in relocating the occupants;

2. EHA purchase of a commercial building that happens to provide housing or shelter to extremely low-income households, which does not meet minimum building codes or is otherwise unsuitable for residential use; and

3. Vouchers issued to residents of EHA housing units as an accommodation for a disability, upon referral by the EHA's Leased Housing Director with approval by the Executive Director.

All special issuances by Executive Director discretion shall be justified in writing by the Leased Housing Director and approved in advance by the EHA Executive Director. EHA shall maintain a chronological record of such issuances.

G. Vouchers Provided by HUD for Specific Residents of Specific Units

From time to time HUD requests that EHA apply for and issue vouchers to residents living in specific properties. In such cases, EHA shall issue vouchers to the specified families without regard to its waiting list or percentage allocation policies described in this Chapter.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project (includes relocation vouchers for EHA HOPE VI redevelopment projects);

2. A family residing in a multi-family rental housing project when HUD sells, forecloses or demolishes the project; and

3. For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990, a family residing in a project covered by a Project-Based Voucher Program HAP Contract at or near the end of the HAP contract term.

I. Percentage Allocation of Vouchers

Percentage Refers to Total Vouchers Leased

The percentage allocations provided below refer to the percentage of vouchers leased up (both in Evansville and ported out), not total vouchers currently unused and available for leasing.

Flexibility in Directing New Voucher Issuances

The percentage allocations provided below are intended to establish guidelines for EHA's entire Housing Choice Voucher portfolio, to be achieved over time by directing new voucher issuances toward one category or another. With the exception of the minimum percentage of vouchers to be issued through the general public waiting list, the percentage allocations are guidelines and their achievement is not mandatory at any time.

The Leased Housing Director shall decide to increase or decrease new issuances in the various categories of allocation based on:

1. The most effective strategy for achieving target levels of utilization; and

2. Other agency or community needs.

Allocation Percentages/Numbers

EHA shall use the following guidelines in allocating its vouchers by the different strategies described:

Program/Allocation Method	**Percentage of Vouchers**
General public waiting list	Minimum of 35%
Tenant -Based Vouchers	Maximum of 30%
Project-Based Vouchers	Maximum of 25%
Special issuances	Maximum of 10%
TOTAL	**100%**

Additional Constraints:
At least one-half of tenant-based vouchers available to EHA in any fiscal year (including special purpose vouchers) shall be offered to applicants on the general public waiting list.

Chapter 4

VOUCHER ISSUANCE PROCESS
[24 CFR 982.204]

It is the policy of EHA to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the structure and the order in which applicants on EHA's Housing Choice Voucher Program waiting list are considered, and EHA's policies and procedures for applying for the Housing Choice Voucher Program through EHA's general public waiting list.

The application process for tenant -based vouchers is described in Chapter 6, and the application process for project-based vouchers is described in Chapter 5.

A. Family Outreach

EHA will publicize and disseminate information about the availability of housing assistance for very low-income families on a regular basis.

EHA will communicate the status of housing availability to other service providers in the community, and advise them of eligibility requirements and guidelines so that they can make proper referrals for housing assistance.

B. Opening and Closing of the Waiting List [24 CFR 982.206, 982.54(d)(1); At this time EHA's waiting list for the Section 8 Housing Choice Voucher Program is closed to new applications. EHA's Executive Director may elect to open the Housing Choice Voucher waiting list at any time.

1. If the EHA's waiting list has sufficient applications to fill anticipated openings for the coming 12 months, the EHA may elect to:

- Close the waiting list completely;
- Close the list during certain times of the year; or
- Restrict intake by preference.

2. A decision to close the waiting list will consider the number of applications, the number of applicants who qualify for a preference, if applicable, and the ability of EHA to provide assistance in 12 months. Decisions to close the waiting lists, restrict intake, or open waiting lists will be publicly announced.

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

Opening the General Public Waiting List: Notice

EHA will give at least 30 days advance notice of the re-opening of the waiting list by public notice in a newspaper of general circulation such as *Evansville Courier*, and by notices in various newspapers serving minority communities such as O*ur Times Newspaper*, and other publications.

EHA will also notify housing and service providers in the Evansville area, including public housing authorities serving adjacent jurisdictions (Henderson Housing Authority, Mt. Vernon Housing Authority) and housing and service providers in the Evansville area, including agencies which serve individuals with disabilities.

The notice will contain:

1. The dates, times, and the locations where families may apply;
2. The programs for which applications will be taken;
3. Limitations, if any, on who may apply;
4. EHA's address and telephone number;
5. How to submit an application; and
6. Information on eligibility criteria and local preferences.
7. The notices will be made in an accessible format upon request by a person with disabilities, as a reasonable accommodation.

Lottery Option

Upon re-opening the waiting list after a closure, EHA may assign positions on the waiting list to new applicants using any fair means, including "by lottery," i.e., assigning random numbers to all families who submit applications within a given time period, and then considering their applications in the order of the random numbers assigned to them. Random numbers thus assigned shall replace date and time of application for the purpose of structuring the order in which applications are considered.

Open Period

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations of vouchers for a period between 6 and 24 weeks, as determined by the EHA Executive Director or designated staff.

Closing the Waiting List: Notice

If EHA again re-opens the waiting list for an indefinite period, it may decide to close it again by EHA board resolution. EHA will give at least 30 days notice to the community by public notice in a newspaper of general circulation such as *Evansville Courier* and by notice in various newspapers serving minority communities such as *Our Times Magazine*, and other publications. EHA will also notify housing and service providers in the Evansville area, including public housing authorities serving adjacent jurisdictions

(Henderson Housing Authority, Mt. Vernon Housing Authority) and agencies serving individuals with disabilities.
The Evansville Housing Authority shall give preference to applicants on the general public waiting list for the Housing Choice Voucher Program, as described below:

First priority shall be given to the following (equally assigned): Based on time and date of application only.

After Initial Waiting List Contact, Assistance is Based on Date Application Process is Completed

After the point of initial contact with an applicant on the waiting list, housing assistance will be offered to applicants in the order in which they complete the application process.

Public Notice for Changes in Preferences

EHA will provide notice to the public when changing its preference system using the same guidelines as those for opening and closing the waiting list.

Income Targeting

In general, EHA exceeds the income targeting requirements for the Housing Choice Voucher Program, through the natural operation of its local preferences described above.

EHA shall review the income levels of current program participants at least annually to determine that at least 75 percent of the participants and at least 75 percent of new voucher issuances are provided to families at or below 30 percent of area median income as determined by HUD.

The EHA may limit issuance by:

1. Reviewing application questionnaires and selecting for initial interview only those families whose self-reported income on the questionnaire meets the income targeting requirements, and by

2. Postponing or “freezing” the issuance of vouchers to families who do not meet income targeting requirements after the family has been interviewed and family income has been verified.

Families who do not meet income targeting requirements retain their date and time placement on the waiting list and are advised in writing that the processing of their application is being placed on hold. Such families are also advised to notify the EHA if there is a change in family income which would qualify them as income targeted families.

The Executive Director at his sole discretion, based on the recommendation of the Section 8 Director, determines at what times and under what conditions the EHA shall or shall not issue vouchers to families other than income targeted families (non-targeted families). The Executive Director has discretion to limit the issuance of vouchers to non-targeted families to a certain number of applicants, to a certain period of time or to use other means of limiting voucher issuance so long as when the limitation measures are lifted non-targeted families are serviced in order of their overall date and time placement on the waiting list with respect to all other applicants.

Any decision to limit the issuance of vouchers to only targeted families is a discretionary administrative decision which is not subject to the informal review process.

Notwithstanding all of the above elements of this section, once the EHA has issued a voucher, the EHA may not rescind the voucher, shorten the term of the voucher, and refuse to extend the voucher, or delay or refuse preparation or execution of a legitimate HAP Contract for any reason or purpose related to income targeting.

Verification of Preference Qualification/Preference Denial [24 CFR 982.207]

Local Preference:

EHA administers is Housing Choice Voucher waiting list by Application time and date only.

Federal Preferences:

The EHA does not employ Federal preferences in administering its assisted housing programs.

Other Preferences

If HUD requires that the EHA provide certain preferences or target certain populations as a condition of receiving funding, or if specific preferences or targeting is required to meet the conditions of a particular ACC or HUD grant, such preferences and targeting requirements are considered to be incorporated into this Administrative Plan effective with the signing of the ACC or upon formal acceptance of the terms of the grant or funding by the EHA Board of Commissioners, or by the Executive Director if so empowered by the Board.

Other Housing Assistance [24 CFR 982.205(b)]

Other housing assistance means a federal, state or local housing subsidy, as determined by HUD, including public housing.

EHA may not take any of the following actions because an applicant has applied for, received, or refused other housing:

1. Refuse to list the applicant on the EHA waiting list for tenant-based assistance;
2. Deny any admission preference for which the applicant is currently qualified;
3. Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under EHA selection policy; or
4. Remove the applicant from the waiting list.

C. Selection Process for Special/Targeted Vouchers

EHA shall carefully observe the eligibility and tenant selection requirements for targeted vouchers, as they are described in the HUD Notice of Funding Availability (NOFA) announcing the availability of the vouchers, and in HUD award letters. EHA shall also carry out the commitments it makes in its grant applications submitted to HUD in response to NOFAs for targeted vouchers.

EHA currently is responsible for the following voucher programs which carry additional eligibility requirements and in some cases unique selection processes:

HOPE VI Relocation Vouchers

In anticipation of EHA receiving relocation vouchers for LIPH families living in units slated for demolition as part of EHA's HOPE VI redevelopment projects. Preferences do not apply.

If a HOPE VI relocation family is terminated from the Housing Choice Voucher Program, the voucher becomes a regular EHA Tenant based voucher available for any use consistent with this Plan.

Enhanced Vouchers

EHA administers enhanced vouchers for residents living in specific Section 8 opt-Out/prepayment buildings, for the period of time in which the original residents continue to live in the building. The vouchers are "enhanced" in that the family is assured it will not pay a higher portion of its income on housing expense than it did at the time the building opted out of the Section 8 program. When the original residents move out, they are issued a regular Housing Choice Voucher. Local preferences do not apply.

D. Cancellation/Reinstatement Policies [24 CFR 982.204(c)]

Requirement to Provide Current Mailing Address [CFR 982.204]

If a letter is returned by the Post Office, the applicant will be removed from the waiting list without further notice, and the envelope and letter will be maintained in the file. Applicants are required to inform EHA in writing of changes in address. Applicants are also required to respond to requests from EHA to update information on their application and to confirm their interest in assistance. Failure to do so may result in removal of their applications from the waiting list.

Any mailings to an applicant which require a response will state that failure to respond within 10 business days will result in the applicant's name being removed from the waiting list. If the applicant fails to respond by the deadline stated in the written notice, the applicant will be removed from the waiting list without further notice.

Applicant's Failure to Respond

Applications are withdrawn if the applicant fails to respond to notices, questionnaires or other correspondence mailed by the EHA to the address indicated as applicant's place of residence or mailing address at the time of initial application (or to any subsequent address the applicant may have supplied). In cases of non-response the EHA provides a second and final notice to the applicant advising that failure to respond within 10 days will result in withdrawal of the application. The same notice will contain any HUD required notification of any appeal process which may be due the applicant.

Purges

The general public waiting list may be purged from time to time at the discretion of the Leased Housing Director, based on an assessment of the vitality of the current waiting list. The purge will be conducted by a mailing to all applicants that will ask for confirmation within 30 days of continued interest in obtaining a Housing Choice Voucher. Applicants who fail to respond within the specified time period will be removed from the waiting list without further notice.

Reinstatement of Canceled Applications

Applicants whose applications have been cancelled for failure to respond to a written notice may request reinstatement if:

1. There is evidence that the applicant never received the notice;
2. There is evidence of EHA error;
3. The Admissions Officer determines that circumstances beyond the applicant's control prevented timely response to the notice (e.g., death in the family, hospitalization); or
4. There is evidence that the applicant is now able to complete the application process in a timely fashion (e.g., now has a case manager or other support services that will assist the applicant in the application process).

No applications will be reinstated after 6 months from a deadline to respond, unless the Admissions Officer determines that the applicant's failure to respond is caused by documented EHA error.

Appeals of the Admissions Officer's decision not to reinstate a canceled application may be made in writing to the Leased Housing Director, who will make the final decision.

Reinstated Applications: Priority for Funding

Reinstated applications shall be offered a voucher on the same timeline as other applications with the same preference and/or the same date of application, if funds are available.

However, all applications in progress as of the date of reinstatement shall have priority for funding over the reinstated application, even if they were submitted after the reinstated application's initial date of application. If funds are not available at the time of reinstatement after all applications in progress are offered a voucher, the reinstated application shall remain on the top of the waiting list until such time as vouchers are available for applications with the same or later dates of initial application.

E. Pre-Application Process

When the waiting list is open, any family asking to be placed on the waiting list for Housing Choice Voucher rental assistance will be given the opportunity to submit a completed pre-application. No family shall be prevented from submitting this form because of apparent ineligibility.

The pre-application packet shall contain information on how to apply for all EHA housing programs, and may be made available in alternate formats upon request by a person with a disability.

The pre-application establishes the family's date and time of application for placement order on the waiting list, or for establishing the date/time segment within which EHA shall order the waiting list using random numbers. The pre-application records any local preference claimed by the applicant family, and gathers information about the family's eligibility for available Special Voucher Programs (e.g., Designated Housing vouchers, Opt-out vouchers, etc.).

The pre-application is to be filled out by the applicant whenever possible. However, EHA staff may complete the form on behalf of the applicant upon request as a reasonable accommodation for a disability.

Obtaining and Submitting the Pre-Application

Families may obtain an application packet, including the pre-application, by:

1. Telephoning the Leased Housing Department and requesting that an application packet be mailed to them; (during enrollment periods only)
2. Visiting Leased Housing Department (at 411 8th Street, Evansville, Indiana 47713) during regular business hours and picking one up; or
3. Downloading the application materials from EHA's Web site when available. www.evansvillehousing.org

Applicants may submit the pre-application in person or by mail, or may apply online at EHA's Web site when the online application program is available. EHA will not accept faxed pre-applications, or pre-applications that are incomplete or illegible.

Application Information and Assistance

A complete Application Guide for all EHA programs is available in print from the Leased Housing Department and on the EHA Web site. www.evansvillehousing.org

Applicants may obtain assistance in completing the pre-application by visiting Leased Housing Department.

Duplicate Applications

Families who submitted duplicate applications during the open enrollment period will be processed based on the earliest application submitted based on date/time status that is recorded. All other applications are invalid and are withdrawn without notice to the family.

Application Made by a Minor

If a minor makes an application on his/her own behalf, but not, thereby, duplicating any application made by other family members, the minor's individual application will stand until the interview date at which time the applicant must have reached the age of 18 or be an emancipated minor. If the applicant is not an emancipated minor or has not reached the age of 18 at the time of the interview, the application is withdrawn.

F. **Issuance Process**

Summary of Issuance Process

When a family reaches the top of the waiting list, EHA shall make a preliminary determination of eligibility based on the pre-application information. If the family appears to be eligible, the family will be invited to attend an issuance interview, at which time the family must submit documents required to verify household income, family

composition, and the applicability of any claimed preference/local preference. After the family has submitted all required documentation of income and family composition, EHA shall complete a criminal/credit check on the family. Provided the criminal/credit check is satisfactory, the family will be invited to a family briefing, after which it can pick up its voucher and begin its housing search.

Processing Applications for Admission:

Scheduling the Issuance Interview

The invitation to the issuance interview shall be provided in writing, and shall include information on the assigned date and time of the interview.

The invitation shall be provided in an accessible format upon request, as a reasonable accommodation for a person with a disability.

Applicants who cannot attend on the assigned date of the issuance interview may be given one opportunity to reschedule it.

EHA shall provide language interpreters to families who request them in writing when the interview is scheduled.

An applicant with a disability may request a private issuance interview at Leased Housing Department or at a more accessible location, as a reasonable accommodation.

1. Verification Process:

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

a. Family composition
b. Eligibility of higher education student head of household
c. Annual income: Income verification will be conducted in the chronological order listed in Attachment A". Each step must be documented prior to proceeding to the next option. The specific order must be followed.
d. Assets and Asset Income; same as income (start with 2nd step)
e. Deductions from Income; same as income (start with 2nd step)
f. Preferences; Same as income (start with 2nd step)
g. Social Security Numbers (SSN) of all Family Members; Families are required to provide SSNs for all family members age 6 and older, prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

    - Submit SSN documentation; or

- Sign a certification if they have not been assigned a SSN. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly re-examination, or next rent change.

- Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

h. All other required documentation for admissions. See Chapter 8 Verifications.

2. Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for those expenses.

3. The HA's applications for admission HCV shall indicate for each application the date and time of receipt applicant's race and ethnicity; determination by the HA as to eligibility of the applicant; when eligible, the bedroom size(s) for which eligible; preference, if any. The date, location, identification, and circumstances of each vacancy offered and accepted or rejected must be maintained.

Final Application Mailed Out Before Issuance Interview

Prior to the issuance interview, EHA shall provide the applicant with a packet including the full, final application and instructions on documents the family must bring to the interview in order to verify the information on the final application. The full application will be completed when the applicant attends the interview.

The applicant is expected to complete the full application in his or her own handwriting, prior to or in the issuance interview, unless a request for accommodation is made by a person with a disability for special assistance in filling out the application.

Format of Issuance Interview

Issuance interviews may be conducted in a group format.

The head of household, co-head, or spouse is required to attend the interview, and provide certifications needed for the family.

Applicants (with or without a disability) may bring family members, case-managers or advocates with them to the issuance interview, who may assist them with the application process, but only with the permission of the applicant.

Required Releases of Information

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by EHA, and any other documents required by EHA.

Applicants will be required to sign specific verification forms for information that is not covered by the HUD Form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by EHA.

Every adult household member must sign a consent form to release criminal, credit, and rental history records and to allow EHA to receive records and use them in accordance with HUD regulations.

Applicants who wish to have case-managers, advocates or other intermediaries act on their behalf must sign a release of information authorizing EHA staff to discuss their application information with the intermediary.

Completing the Final Application after the Issuance Interview

If EHA determines at or after the interview that additional information or document(s) are needed, EHA will request the document(s) or information in writing. The family will be given 10 business days to supply the information.

If the information is not supplied within this time period, EHA will cancel the application for non-response. The reinstatement policy described above will apply to applications cancelled for not responding to requests for information.

Resubmission of Outdated Income Documentation

As a general rule, income information must be current within 60 days of the date of issuance of a voucher, although some documents may have different standards of currency, as described in Chapter 8, Verification Procedures. Applicants may have to re-submit documentation if the documentation previously submitted is no longer current according to the standards described in Chapter 8.

Verification of Information [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in Chapter 8, Verification Procedures. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified.

SPECIAL POINT OF INTEREST: ONLY INCOME, AS IT RELATES TO FINANCIAL CONTRIBUTIONS FROM FAMILY MEMBERS AND/OR FRIENDS,

REPORTED TO LEASING AGENT DURING THE INITIAL-WAITING LIST APPLICATION, AND TO **S-8 HOUSING SPECIALIST** FOR ANNUAL REEXAMS, AND SUBMISSION OF MOVE DOCUMENATTION, AND/OR LEASE TERMINATIONS, WILL BE USED TO DETERMINE THE AMOUNT OF RENT THE FAMILY IS ELIGIBLE FOR (BASED ON THE 40% RULE). FAMILIES **WILL NOT** BE ALLOWED TO REPORT INCREASES TO THAT TYPE INCOME, ONLY AS A MEANS OF BEING ABLE TO RENT A CERTAIN UNIT (WHICH THE FAMILY WOULD OTHERWISE BE INELIGIBLE TO RENT--40% RULE. (THIS PARAGRAPH DOES NOT CHANGE THE REQUIREMENT TO REPORT INCREASES IN INCOME.

Criminal Check

After an applicant's file is complete with respect to income documentation and other elements of eligibility, EHA will order a criminal check for the applicant. If the criminal check reveals criminal history that does not meet EHA's standards for suitability/criminal history outlined in Chapter 8, EHA will notify the applicant in writing that the application is denied based on criminal history, and provide information on how to request an informal review as described in Chapter 19.

Family Briefing and Voucher Issuance

After an applicant household has cleared the criminal history check, the family will be invited to the next available family briefing session, at which time they will pick up their voucher. The briefing is mandatory; no family will be issued a voucher until they have attended one. Voucher briefings are described in Chapter 9.

G. Changes in Income and Family Composition Prior to Lease-Up

Limitation Due to Inadequate Income

To prevent families from renting units for which the family income is clearly inadequate to pay rent and utilities, regardless of whether or not the unit gross rent exceeds the voucher payment standard, the EHA will not approve a tenant-based HAP Contract if, after any required pro-ration of HAP, the tenant rent plus the allowances for utilities paid by the family exceeds the monthly gross income of the family prior to any income exclusion.

Because conversion of food stamps to cash is illegal, the cash value of food stamps shall not be counted when determining the family's monthly gross income in accordance with this section.

Family Notification Requirement

The family is required to provide to the EHA a copy of any letter or notification to a family member that provides information concerning the amount or verification of family income.

H. Separation without Prior Agreement Regarding Section 8 Benefits

A participant in the Section 8 and other assisted housing programs has property rights to the voucher. Therefore, if the family separates without agreement and only one of the parties signed the original application, the voucher is awarded to the original signer of the application.

If both separating parties signed the original application, the voucher shall remain with the party who remains in the assisted unit.

Split Households after Pre-Application and Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, EHA shall give the two new families adjacent placement on the waiting list. (This rule does not apply to boy/girl friend, common law /significant other relationships). The head of household will be the only person considered for issuance of this voucher

The family must make a written request for separate applications, and provide: 1) documentation of the legal separation or divorce; and 2) an explanation of how the remaining family members, if any, will be divided among the two new households. Any grant awards or other income provided to the household members must logically represent household composition.

If a court determines the disposition of property between members of the applicant or assisted family in a divorce or separation decree, EHA is bound by the court's determination of which family members continue to receive assistance.

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

Remaining Member of Tenant Family-Retention of Voucher [24 CFR 812.2-definitions]

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.

Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a 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 social services 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.

Allocation of Assistance When an Assisted Family Lacks, at Least One Member of Majority Age:

If the only remaining member(s) of an assisted family is/are (a) minor(s) (due, for example, to a custodial parent's death or absence from the unit for a definite or indefinite period of time beyond that set forth in this chapter the EHA may, at its sole discretion, allocate the former voucher holder's Section 8 assistance to a person who was not previously part of the assisted family but who has gained legal custody of the minor(s) (such as a formerly non-custodial parent or a grandparent).

If EHA does not so allocate the former voucher holder's Section 8 assistance, EHA will notify the minor(s) residing in the unit that the HAP contract has automatically terminated upon the death, or absence of the sole assisted family member of majority age, and that HAP payments are being terminated.

Split Households after Issuance and Before Lease-Up [24 CFR 982.315]

In those instances when a family assisted under the Housing Choice Voucher Program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the Leased Housing Director shall consider the following factors to determine which of the families will continue to be assisted:

1) Which family member was the head of household when the voucher was initially issued (listed on the initial application);
2) The composition of the new family units, and which unit contains elderly or disabled members;
3) Which of the two new family units has custody of dependent children;
4) Whether domestic violence was involved in the breakup;
5) Which family members remain in the unit; and
6) Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.
If documentation is not provided, EHA will terminate assistance on the basis of failure to provide information necessary for a determination of eligibility.

3- GUESTS [24 CFR 5.100]

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

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

A participant family must notify EHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

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

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted unit more than 50 percent of the time, are not subject to the time limitations of guests as described above. Additionally, in a joint custody arrangement, if the minor is in the household less than 181 days per year, the minor will be considered to be an eligible visitor and not a family member.

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

Non-household members who represent the unit’s address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. 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.

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without EHA approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address may be considered verification that the visitor is a member of the household.

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 EHA 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 150 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 181 days per year, the minor will be considered to be an eligible visitor and not a family member.

Participants can not violate their terms of their lease if the lease is more restrictive than the Authority's guest policies.

I. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between final eligibility determination and executed Contract date will affect eligibility and/or level of benefits for the Housing Choice Voucher Programs. Consequently, families are required to report changes in family circumstances within (10) ten business days to the HA. If an applicant family is no longer eligible, they will be notified of the ineligible status in writing, and an informal review will be offered consistent with procedures outlined in this plan.

NOTE: All participating families will be provided a copy of the Housing Choice Voucher, Statement of Family obligations, Lease, change forms, a new lease when offered by the landlord etc, initially, upon coming onto the program and annually, Any additional copies requested by the families and/or landlords, will be provided at $0.25 per copy.

J. MISSED APPOINTMENTS FOR APPLICANT OR PARTICIPANT

Missed Appointment Without Notification:

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

- Complete application
- Bringing in verification information
- Program Briefing
- Leasing Signature Briefing
- HQS Inspections
- Recertification

- Interim adjustment
- Other appointments or requirements to bring in documentation as listed in this plan
- Scheduled counseling sessions

2. Process when Appointment(s) are missed: For most of the functions above, the family may be given two appointments. IF A FAMILY FAILS TO COME INTO THE OFFICE TO COMPLETE AN APPLICATION FOR THE ANNUAL RENEWAL OF THEIR RENTAL ASSISTANCE, AFTER TWO (2) NOTICES, THEY WILL FORFEIT THE ADVANCE NOTICE OF PENDING CHANGE AND WILL THEREFORE BE REQUIRED TO PAY INCREASED RENT, BASED ON INCREASED INCOME OR INCREASED RENT AMOUNT, ON THE EFFECTIVE DATE OF RENEWAL. If the family does not appear or respond to the second letter for reschedule of the appointment(s) required, the HA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing pursuant to Chapter 19.

If the representative of the EHA makes a determination in favor of the applicant or participant, the EHA will comply with decision unless the EHA is not bound by a hearing decision concerning a matter for which the EHA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554(c) and 982.555(b).

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

Applicants must notify the EHA, in writing, if their address changes during the application process.

Cancellation and Reinstatement of Applications for Non-Response/No Show

Applicants who miss the initial issuance interview appointment may request to reschedule it, once. The request must be made within 10 business days following the original interview date. If an applicant misses the scheduled interview and does not request to reschedule the interview, or misses the second interview, EHA will cancel the application.

EHA shall follow the cancellation/reinstatement policy described above for applicants who fail to respond to a written notice of an interview appointment, or fail to show up for their scheduled interview.

Denial of an Application Based on Information on Pre-Application

If the family is determined to be ineligible based on the information provided in the pre-application, EHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review, as described in Chapter 19.

Applicant Denied because they are Younger than Age 18

Applicants who are not eligible because they are younger than 18 years old will be withdrawn from the Section 8 waiting list and may reapply in the future.

K. Suspension of Activity

The EHA may at any time suspend the processing of applications and suspend issuing or extending certificates or vouchers if it appears that funding will be insufficient to administer such certificates or vouchers. The EHA may resume such activities when it determines that sufficient funding will be available.

MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud and/or willful misrepresentation by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

ATTACHMENT A”
CHRONOLOGICAL INCOME VERIFICATION PROCESS

ACTION STEPS

1st Up-front income verification (UIV)/Enterprise Income Verification (EIV), Work Number). If desired information is NOT obtained go to next step.

2nd Third party written verification. Send standard income verification to income source(s). May be sent by mail for fax.

NOTE: If a desirable response is not received in a timely manner a 2nd letter may be sent but not required in all cases. If desired information is NOT obtained go to next step.

3rd Third Party oral verification (documented to file). This could be via phone or interview by staff. A written record of this contact should be prepared by the HA that includes: date/time of contact, name and source of information, the HA staff person, summary of information provided, and the reason for using oral verification. If desired information is NOT obtained go to next step.

4th Document Review: Participant file documentation may include a record of documentation reviewed by the HA staff which supports the family's statement. If possible, original copies (not photocopies) of supporting documents should be reviewed, thought the HA should photocopy the document(s) (unless prohibited by law) and place in the applicant's file. The HA staff reviewing the document(s) should prepare a summary of the information and sign/date this summary. This summary should include the reason for using document review as verification and again, if possible, the HA should follow-up with a third party to obtain written verification letter. If desired information is NOT obtained go to next step.

5th Family Declaration or Certification: When all other forms of verification are impossible to obtain, the HA can obtain a notarized statement or signed affidavit from the family, attesting to the accuracy of the information provided. The applicant's file should clearly document why other forms of verification were impossible to obtain. Please note that this type of documentation should rarely be used and should not be used merely for the convenience of the applicant or the HA, or where the applicant cannot provide the necessary information.
NOTE: Use to verify required information; however, may require re-verification in three months or less.

Chapter 5

EHA HOUSING CHOICE VOUCHERS PROJECT-BASED PROGRAM

A. Goals

EHA Commissioners created EHA's Housing Choice Voucher (Section 8) Project-Based policy to achieve three broad goals:

1) To expand the affordable housing stock;
2) To increase the affordability of housing currently not affordable to households below 30 percent of the area's median income; and
3) To preserve the affordability of existing affordable housing for households below 30 percent of the area's median income.

EHA may enter into contracts for Project Based assistance based on the rules in this chapter.

B. Project Selection Criteria

EHA considers the following project selection criteria in evaluating proposals to project-base Housing Choice Vouchers:

1. Housing that serves families with children, consistent with the needs indicated by EHA's public housing and Housing Choice Voucher Program waiting lists and/or other documented needs;

2. Housing that serves homeless households;

3. Housing that serves households with special needs, including, but not limited to:
   a) People with mental and/or developmental disabilities;
   b) People with physical and/or sensory disabilities;
   c) Domestic violence survivors;
   d) Recent immigrants for whom language is a barrier to utilizing the tenant based program; and
   e) Young adults aging out of foster care.

4. Housing that reduces concentrations of poverty and/or need by:
   a) Being sited in census tracts with a lower-than-average percentage of
   b) Housing Choice Voucher Program tenant-based vouchers;
   c) Serving very low-income populations within mixed-income developments; or
   d) Reducing concentration of poverty/need in existing buildings and developments.

5. Housing that provides opportunities to increase the diversity of Evansville's neighborhoods;

6. Housing that combines an appropriate level of support services to residents;

7. Housing that commits to best efforts to serve extremely low-income households (below 30 percent of the area's median income) for the life of the project;

8. Housing that increases access to high-performing public schools;

9. Housing that provides opportunities for economic self-sufficiency; and

10. Housing that maximizes the use of other funding sources and leverages the use of Housing Choice Voucher Program funds.

EHA will also give consideration to proposals for tenant-owned and tenant-managed projects that lead to tenant ownership.

C. Eligible Owners of Project-Based Housing

EHA will project-base Housing Choice Voucher Program assistance in projects owned by:

1. Evansville Housing Authority;
2. Non-profit housing providers;
3. For-profit housing providers; and
4. Other housing authorities in the Evansville Metropolitan Area.

D. Project Selection

EHA will make Housing Choice Voucher Program funding available to non-profit and for-profit entities through a competitive process, such as the RFP, and other city selection processes described below. EHA may also make funding available to projects in response to a request by local government. EHA Request for Proposals (RFP) Process from time to time EHA may issue a formal Request For Proposals (RFP) inviting proposals for projects that seek commitments of project-based vouchers that meet the goals of EHA's project-basing policy. Specific project selection criteria (from list in Section B., above) shall be selected by EHA based on its assessment of current needs and opportunities, and shall be described in the RFP, along with numerical weights indicating the priority of each selection criteria chosen. The RFP process shall be conducted by EHA's Procurement Department and shall include a panel of evaluators representing both EHA's staff and members of the community with an interest in low-income housing. EHA may establish minimum threshold criteria for sponsors participating in the project-based program (e.g., minimum standards for most recent audit of sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP round is committed.

All projects awarded project-based Section 8 subsidy must be developed and operated in a manner consistent with HUD regulations which specifically modify applicable HUD regulations. Awards of project-based subsidy are subject to approval of the EHA Executive Director.

Income Targeting – Project-based Programs

If the EHA determines that admission of a non-targeted family to a project or project-based program will result in the project (or program) being unable or unlikely to meet income targeting requirements for the EHA's fiscal year, the EHA may deny admission of non-targeted families to that project or project-based program until the project has admitted a sufficient number of targeted families to insure, to the EHA's satisfaction, that targeting requirements for the fiscal year will be met.

New Project-Based Family Projects

New project-based commitments are subject to the availability of adequate federal funding for EHA's Section 8 Housing Choice Voucher Program.

EHA is authorized to project-base Section 8 Housing Choice Vouchers at otherwise non-subsidized units owned by EHA that meet HQS standards.

"Non-subsidized" refers to the absence of other operating subsidy (i.e., public housing ACC funds), not capital subsidy or subsidy for supportive services.

HOPE VI Replacement Housing

Properties with project-based units that serve as replacement housing for demolished Public Housing units associated with EHA's HOPE VI redevelopment efforts shall be solicited or selected according to the HOPE VI plan and any restrictions by the City of Evansville City Council relating to those developments.

Project-based replacement units are not included in the portion of the Housing Choice Voucher Program allocated to EHA's Project-Based Program identified in this Administrative Plan.

E. Maximum Gross Rents/Payment Standards

HOPE VI Replacement Units and Other Project-Based Units Owned by EHA

The maximum gross rent (rent plus utilities) for Housing Choice Voucher Program Project-based subsidy in EHA-owned housing will be based on an analysis of the development and operating costs of the project. The payment standard for EHA-owned

units shall not exceed market rent for comparable unassisted units, unless a higher payment standard is approved by the Board.

Non-EHA-Owned Units (City-Funded Units, RFP Units, HOPE VI Replacement Housing Partnership Units)

Units with no EHA-provided capital subsidy (i.e., long term lease on land, below market financing, other capital subsidy)

The maximum gross rent (rent plus utilities) for project-based units owned by non-profit and for-profit housing providers, when EHA has provided no capital subsidy, shall be the lower of the current payment standard applied to the same size units in the EHA tenant-based Housing Choice Voucher Program, or the market rent for comparable unassisted units as determined by EHA.

Units which have also received capital subsidy from EHA

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The maximum gross rent (rent plus utilities) for project-based units owned by non-profit and for-profit housing providers, when EHA has provided a capital subsidy, shall be the lower of 30 percent of the target income level for the proposed units expressed as a percentage of area median income for the appropriate household size based on tax credit occupancy standards or the market rent for comparable unassisted units as determined by EHA.

Exception rent for large family housing in low poverty areas.

The maximum gross rent (rent plus utilities) for large family units (3 or more bedrooms) shall be the lower of 120 percent of the current payment standard applied to the same size units in the EHA tenant-based Housing Choice Voucher Program, or the market rent for comparable unassisted units as determined by EHA.

Payment Standard for SRO Units

The payment standard for project-based SRO (Single Room Occupancy) units shall be the lower of the payment standard for studio (0-bedroom) units, or the market rent for comparable unassisted units as determined by EHA. SRO units are defined by city of Evansville building code. Housing Constructed as a Single Family House shall use the payment standard for the appropriate size single family house under the leased shared housing formula described below.

Leased Shared Housing

The payment standard for an assisted family in a project-based single family house occupied by more than one family shall be the lower of a pro-rated share of the payment standard for the single family house based on the number of bedrooms occupied by the family, or the payment standard the family would have if they lived in a unit by themselves.

Utility Allowances

In general, EHA shall use the same utility allowance in the Project-Based Program as it uses for tenant-based assistance. An owner with energy efficient units may submit a written request to the Director that a project-specific utility allowance be substituted for the tenant-based programs' utility allowance schedule, based on a written estimate from Sigecom or (if applicable) Vectren Public Utilities of the likely consumption of utilities for that building based on specific energy efficient features of the building. Once a utility company estimate is used; it must be updated at least annually. EHA will not approve a rent increase for a property without a new written estimate of likely utility consumption from the local public utility.

F. Uses of Subsidy

EHA-Owned Units

Project-based Housing Choice Voucher subsidy may be used to pay:

1. Normal operating expenses of the property;
2. Project debt-service incurred for acquisition, development, and capital improvements of the property; and
3. All other reasonable costs associated with the operation of the property, including the costs of support services necessary to assist individuals who cannot sustain stable housing without such services.

Non-EHA-Owned Project-Based Units (RFP Units)

An owner may use the revenue provided by the project-based Housing Choice Vouchers for any purpose consistent with its organizational mission.

G. Contract Term

The contract term shall be negotiated for each project based on the project's needs, within the general framework of 5 to 40 years. All contracts are subject to availability of adequate funds.

H. Annual Rent Increases

Non-EHA-Owned Project-Based Units (RFP Units)

Non-profit and for-profit owners of units assisted by EHA project-based Section 8 assistance may request annual rent adjustments. EHA shall base rent increases on the same limits in maximum gross rent/payment standards described above for different categories of units, subject always to rent reasonableness.

The owner shall submit a specific request in writing for a rent increase

The effective date of the rent increase shall be the later of the one year anniversary of the last rent increase, or 30 days from the date EHA receives the written request.

EHA-Owned Units

EHA property management staff may request in writing annual rent adjustments based on increased operating costs, provided that the proposed increased rent does not exceed the current market value of comparable units. The request shall include: a statement of actual operating costs for the 12-month period preceding the date of the request and an operating budget for the 12-month period following the effective date of the rent increase. Prior to granting an increase in rent, the EHA Asset Management Department shall review the proposed operating budget for overall reasonableness, and the Section 8 department shall make a determination of rent reasonableness based on the market value of comparable unassisted units.

I. Vacancy Loss and Damage Claims

No Damage Claims

EHA will not make payments to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

Vacancy Payment

If an assisted family vacates the contract unit leased by family, upon written request from the owner, EHA agrees to continue Housing Assistance Payments at 80 percent of the contract rent to the owner from the date the tenant moves out to the end of that month, plus 30 days, if:

1. The owner gives EHA prompt notice of the vacancy;
2. The vacancy is not the fault of the owner; and
3. The owner has taken every reasonable action to minimize the likelihood and length of the vacancy.

Deadline for Requesting Reimbursement for Vacancy Loss

To receive the vacancy payment described above, the owner must submit a written request to EHA no later than two calendar quarters following the calendar quarter in which the vacancy occurred.

J. Exit Vouchers

EHA shall not provide vouchers to families who move out of project-based units prior to leasing for a minimum of one year.

Exception: original residents of buildings when the owner executes a contract for project based assistance. A family assisted with a tenant-based voucher living in a building identified for project-based assistance must surrender their tenant-based voucher when the owner executes a contract to project-base a voucher for their unit. The family will be offered a tenant-based voucher at the point it moves out of the project-based building provided it is still eligible for the Housing Choice Voucher Program (local preferences do not apply). This provision applies only to original residents of a building who are assisted by a voucher at the time a contract is first executed for project-based assistance including their unit.

Families assisted by vouchers who choose to move into a project-based assisted unit must surrender their tenant-based voucher at the time they move in, and the voucher will not be restored to them when they move out.

Project-based transitional housing programs may qualify for an allocation of tenant-based vouchers, as described in this Administrative Plan.

Special Issuance Vouchers for Households that Exceed Maximum Occupancy Standards

Families occupying project-based units who exceed the maximum occupancy standard for the assisted unit as outlined in Chapter 6 of this Administrative Plan may qualify for a special issuance voucher (described in Chapter 3 of this Administrative Plan) if:

1. The owner submits a request to the Leased Housing Director for a special issuance voucher for the family;
2. The owner certifies that the owner has no units of an appropriate size for the family, and is not likely to have an appropriate size unit available within six months of the date of the request;
3. The family meets all the requirements for a tenant-based voucher outlined in this Administrative Plan; and
4. EHA has an available voucher to offer the family.

K. Tenant Selection: Waiting Lists

Non EHA-Owned Project-Based Units (RFP Units, HOPE VI Replacement Housing Partnership Units) a for-profit owner who receive Housing Choice Voucher project-based subsidy from EHA may establish their own waiting lists for project-based units subject to requirements specified in the Housing Assistance Payment (HAP) Contract.

EHA-Owned Units

EHA may maintain site-specific waiting lists for project-based units owned and managed by EHA, or may offer units to eligible families on a first-come, first served basis as units

become available, without maintaining a waiting list. EHA will establish the marketing and waiting list procedure for each Section 8 project based property in a written management plan which covers the property.

M. Minimum Occupancy Requirements for Project-Based Properties

EHA shall make payments to owners based on assumed minimum occupancy for project-based units, using the Subsidy Standards outlined in Chapter 6 of this Administrative Plan. If occupancy of a project-based unit drops below the minimum occupancy standard (e.g., a one-person family in a two-bedroom unit) for longer than 90 days, EHA may reduce the Housing Assistance Payment for the unit to the amount appropriate for the size of the assisted family occupying the unit. The owner may require the family to pay the difference if the minimum occupancy requirement is spelled out in the family's lease.

N. Tenant Selection: Admissions Criteria

General Eligibility Requirements

Applicants for Section 8 project-based assistance must meet the same eligibility requirements as applicants for Section 8 tenant-based assistance outlined in this Administrative Plan, unless otherwise stated below.

Eviction History

EHA shall not deny admission to project-based units to applicants based on previous evictions, provided the household meets the requirements for eligibility for federal assistance (24 CFR 982.553, further described in Chapter 2, Section F, "HUD-mandated denials").

Criminal History

Owners shall screen and select tenants using their own standards for criminal history. EHA shall review applicant criminal history to insure that applicants are eligible for subsidy under federal regulations, by applying the HUD-mandated required denials for criminal history outlined in this Administrative Plan.

Consistent with the provisions in the regulations for "evidence of rehabilitation," and in order to accommodate individuals with disabilities, EHA may give the property owner flexibility to accept residents for subsidized units who have a disability and a related criminal history which could otherwise disqualify them for assistance. Tenant screening flexibility will particularly be given to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a registration requirement, for the duration of that requirement.

Owners must submit their tenant screening and supportive services plan to EHA to

qualify for additional screening flexibility, and must document for each applicant the reasons why the owner feels the applicant is likely to live successfully in the project based unit without serious re-offense, despite serious criminal history.
Owners may allow admission to convicted sex offenders who are Class B and Class C felons subject to time-limited registration requirements, who do not, in the opinion of the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or to the public at large.

Debt Owed to EHA or another Housing Authority
Applicants for project-based units who owe EHA or other housing authority's money must repay the amounts owed before their application will be approved.

O. Housing Quality Standards; Inspections

All housing units – as well as the buildings in which they are located – that receives Project-based operating subsidy must meet HUD's Housing Quality Standards (HQS).

EHA shall conduct an initial inspection for HQS and rent reasonableness prior to the commencement of subsidy for a newly contracted project and (for substituted units in an existing contract) a newly contracted unit within an operating property.

EHA shall conduct annual inspections of all buildings at least once every 12 months, prior to the 1-year anniversary of the previous annual inspection.

EHA requires that owners certify that a unit meets HQS standards as of the date of initial occupancy by a new tenant, but shall not conduct an inspection upon unit turnover.

All other procedures and requirements relating to HQS described in Chapter 11 of this Administrative Plan apply to the project-based program.

P. Rent Calculations for Tenants

Minimum Rent

The Minimum Rent policy described in this Plan shall apply to residents of units assisted by project-based Section 8 vouchers, with the following exceptions:

1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to $50 toward rent and utilities.

Treatment of Medicaid

EHA shall calculate the family TTP as described in Chapter 7, TTP and Family Share.

Q. Unit Transfers

Under Section 8 regulations a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up. The tenant must have a new lease for a new unit. Owners may allow residents of project-based units to transfer from one unit to another, subject to EHA re-determination of eligibility and tenant rent. (If the transfer is to another unit in the same building, re-determination of eligibility may not be required.) Owners must submit all required application materials to EHA prior to the move. Tenant rent may change.

R. Release of Health-Related Information

EHA shall not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

S. Protection of Revenue in the Event of Reduction in Federal Funds

EHA shall follow these priorities in responding to federal cuts in EHA's Section 8 budget authority:

1 Current participants in the tenant-based voucher program, including funds needed to increase payment standards appropriately to keep pace with market rents;
2. Project-based units under contract with EHA or which have written commitments from EHA to provide project-based assistance, as of the date that EHA notifies the Housing Authority of City of Evansville of anticipated funding shortfalls in the Section 8 program; and
3. All other new units.

In the event that EHA anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect EHA's allocation, EHA will seek to convene a meeting with the Housing Authority of the City of Evansville and affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

T. Contract Language Takes Precedence

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP Contract in effect for an assisted property, the HAP Contract language will take precedence.

U. Replacement of HUD Regulations and Previous Policy Statements

This policy as outlined in this Plan replaces and supercedes in part the HUD regulations

and procedures found in 24 CFR 983 regarding the project-basing of Section 8 certificates and authorizes the project-basing of Housing Choice Voucher assistance.

Chapter 6

SUBSIDY STANDARDS: BEDROOM SIZE OF VOUCHER
[24 CFR 982.54(d) (9)]

HUD guidelines require that housing authorities establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding.

This Chapter explains the subsidy standards that will be used to determine the voucher size (number of bedrooms subsidized) for various size families when they are issued an EHA voucher, as well as EHA's procedures when a family's size changes or a family selects a unit size that is different from the voucher.

A. Determining Voucher Size [24 CFR 982.402]

EHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing requirements and guidelines.

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

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements.

The unit size on the voucher is determined by the family composition, regardless of the unit size rented.

EHA does not determine who shares a bedroom/sleeping room.

One bedroom will generally be assigned for every two family members. EHA will not consider factors such as family characteristics including sex, age, or relationship however, consideration will also be given for medical reasons and the presence of a live-in aide.

Generally, EHA assigns 1 bedroom to 2 people within the following guidelines:

1. Foster children will be considered in determining unit size upon third-party verification of placement in the family using the guidelines noted below unless the foster agency recommends that the foster child have a separate room;
3. Live-in aides will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family. A maximum of one bedroom per family will be allocated for live-in attendants, even if the family has more than one attendant;
4. Space may be provided for a child who is away at school but who lives with the family when school is not in session;
5. A pregnant woman with no other family members must be treated as a two- person family; and
6. Single person families shall be allocated one bedroom.

GUIDELINES FOR DETERMINING VOUCHER SIZE		
Voucher Size	**Persons in Household**	
	Minimum Number	**Maximum Number**
SRO	**1**	**1**
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

B. Exceptions to Voucher Size Standards [24 CFR 982.403(a) & (b)]

EHA may grant exceptions from the subsidy standards if the family makes a written request for a larger voucher size, and EHA determines that the requested exception is permitted by regulations and justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b) (8)].

Accommodation for a Person with Disabilities

EHA may grant an exception to voucher size standards as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a certified medical or health reasons, or the need of an elderly person or a person with disabilities for a live-in aide. Such requests shall be made in writing, be based on health related reasons, and must be verified by a doctor, medical, or licensed social service professional.

EHA Error

If EHA errors in the bedroom size designation, the family will be issued a voucher of the appropriate size at the next annual review.

Additions to Household

EHA will issue a larger voucher due to additions of family members by birth, adoption, marriage or domestic partnership, or court-awarded custody if the addition warrants an

increase based upon guidelines stated above. Such additions to the household do not require EHA approval, although they must be eligible for the Housing Choice Voucher Program based on the criteria set forth in Chapter 2, Eligibility for Admission. The family must inform EHA regarding the new family member(s) within 10 days of the addition.

All other household additions require EHA approval, regardless of whether the addition has the effect of increasing the voucher size.

Related adults may be added to a household as a disability accommodation for the head of household or the head of household's dependent(s). EHA may consider the addition of related adults when the household can demonstrate that it is necessary and reasonable for them to provide medical/life activities care for the proposed addition(s). Example: A head of household demonstrates that her disabled, elderly mother needs to come and live with her, for reasons related to her disability.

If an adult who was previously on the household's lease leaves the household but wishes to return within two years of leaving, EHA will consider reinstating this adult to the household subject to an acceptable background check.

In all cases, the landlord must approve the addition, the prospective adult addition must have an acceptable background check, and the verified income of the modified household including the additional person must be such that the household continues to qualify for a voucher. (The income of a live-in aide will not be counted.)

Under housed and over housed families

If a unit does not meet HQS standards cited below due to an increase in family size (making the unit too small), EHA will issue a new voucher of the appropriate size to the family so they may look for a more suitable unit.

If a unit does not meet HQS standards cited below due to an decrease in family size (making the unit too large), if the family wishes to exercise a move with assistance, the family voucher size will be reduced to the appropriate size voucher so that the family may look for a more suitable unit.

EHA will also notify the family of the circumstances under which an exception will be granted, such as:

1. If a family that has a member with a disability is under housed in an accessible unit; or
2. If a family requires the additional bedroom because of a disability that has been verified by EHA.

C. **Unit Size Selected if Different from Voucher** [24 CFR 982.402(c)]

The family that selects a dwelling unit of a different size than that listed on the voucher shall be subject to the following:

1. Subsidy Limitation: The payment standard for a family shall be the lower of:
    a. The payment standard for the number of bedrooms allowed based on family size and composition, according to the guidelines noted above; or
    b. The payment standard amount for the actual number of bedrooms for the unit rented by the family.
2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.

Chapter 7

TOTAL TENANT PAYMENT AND FAMILY SHARE

[24 CFR Part 5, Subparts E and F; 982.153, 982.551]

EHA will use the methods set forth in this Administrative Plan to determine and verify family income at admission and at annual reexamination. The accurate calculation of Annual Income and Adjusted Income will ensure that families do not pay more or less rent than required under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the number of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and the instructions set forth in HUD Notices and Memoranda. EHA's policies in this Chapter address those areas which give EHA discretion to define terms and to develop standards to ensure consistent application of the various factors that relate to the determination of TTP.

A. Income and Allowances [24 CFR 5.609]

Income includes all financial assets from any source, monetary or not, that are received by any member of the family. For purposes of calculating the Total Tenant Payment, HUD defines in the federal regulations what is to be counted and what is to be excluded. In accordance with this definition, all income that is not specifically excluded by the regulations is counted.

Annual Income is the gross income anticipated to be received by all family members in the 12 months following certification or recertification. Gross income is the amount of income prior to any HUD allowed expenses or deductions. Annual income is used to determine whether applicants are within the applicable income limits.

Adjusted Income is the Annual Income minus any HUD allowed expenses and deductions. HUD authorizes the following allowable deductions from Annual Income:

1. Dependent Allowance: $480 for each family member who is a minor, and for family members who are 18 and older who are full-time students or who are disabled (other than head of household, co-head or spouse);
2. Elderly/Disabled Allowance: $400 per family for families whose head, co-head or spouse is 62 or over or disabled;
3. Medical and Dependent Care Allowance: The sum of the following, to the extent the sum exceeds 3 percent of annual income:
   a) Unreimbursed medical expenses of any elderly or disabled family member; and
   b) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled family member, to the extent necessary to enable any family member to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to

work because of such attendant care or auxiliary apparatus.

Procedures for Projecting Unstable Income

Where a family member has sporadic, yet recurring income such as a business owner, child support payments or temporary clerical work (i.e. "Kelly Services) the HCV staff will include projected income based upon current income and expenses:

1. Place family on a six (6) month re-exam cycle;

2. Require family to bring information for the 12-week period preceding the date of the certification;

3. Calculate average weekly or monthly income and use this as a baseline figure to project income for the upcoming 12 month period;

4. Combine the income from this period with the income from the prior period to establish a new baseline weekly or monthly figure;

5. Recalculate the TTP and determine need for additional interim re-exams if needed.

B. Disallowance of Earned Income from Rent Determinations for Persons with Disabilities [24 CFR 5.617; 982.201 (D) (3)]

For purposes of rent determination, 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 disabled. This exclusion of income shall begin on the date on which the increase in earned income begins and shall continue for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the exclusion, the annual income will include a phase-in of half the increase in earned income previously excluded from annual income.

To qualify for the earned income exclusion a disabled family must be receiving tenant-based rental assistance under the Housing Choice Voucher Program and must be a family whose annual income increases as a result of:

1. 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. 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. New employment or increased earnings of a family member who is a person with disabilities, 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 $500.00.

"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 state minimum wage.

An 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 include any increases in earned income of a family member who is disabled during participation in an economic self-sufficiency or job training program, but not increases that occur after participation in the program, unless the program provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance. The amount of income that may be excluded is the amount of the incremental increase in the disabled family member's income. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before beginning the qualifying employment or receiving the increase in earned income with the amount of income after beginning the employment or receiving the increase in earned income.

Initial 12-Month Exclusion

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

Second 12-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, 50 percent of any increase in income of a disabled family member as a result of employment of that family member shall be excluded from the annual income of a qualified family. The increase shall be measured from the date immediately prior to the beginning of such employment.

Maximum 4-Year Exclusion

The earned income disallowance is limited to a lifetime 48-month period for each disabled family member; that is, the disallowance 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 on 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.

Applicability to Child Care and Disability Assistance Expense Deductions

The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for disabled 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 and disability assistance expense deductions.

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:

1. Date the increase in earned income was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program, within six months after receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any);
7. Date the family member has received a total of 12 months of the initial exclusion.
8. Date the 12-month phase-in period began;
9. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
10. Date the family member has received a total of 12 months of phase-in exclusion; and
11. Ending date of the maximum 48-month (4-year) disallowance period (48 months from the date of the initial earned income disallowance).

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

EHA will apply the earned income disallowance at a family's annual review. The disallowance may be applied at an interim review for those families who reported zero income at their last review and who are now reporting income.

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).

C. Exclusion of Income from Qualified Training Programs

In order for the EHA to exclude income while a participant is enrolled in a training program, EHA must ascertain that the income is earned from a qualified State or local employment training program. This rule applies to applicants, public housing residents and Section 8 participants. The Department of Housing and Urban Development (HUD) allows for the exemption of income based on very specific guidelines. According to the HUD Code of Federal Regulations 24 CFR 5.609(c), annual income does *not* include the following:

1. “Amounts received under training programs that are funded by HUD;” or
2. “Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs. 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 which the family member participates in the employment training program.”

In order for the EHA Section 8 Program to exempt training program income:

1. The training program must provide a current statement of goals and objectives to be attained through participation in the program and a specific timeline for such accomplishments; and
2. Ongoing training program participation must be a condition of the job placement. There must be a determination that the participant would not earn the same income in the job placement if he/she did not participate in the training program.

D. Minimum Rent [24 CFR 5.630]

"Minimum rent" is $50.

Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied. However, if the family requests a hardship exemption, the Evansville Housing Authority will suspend the

minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary of long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

A hardship exists in the following circumstances:

a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

b. When the family would be evicted as a result of the imposition of the minimum rent requirement;

c. When the income of the family has decreased because of changed circumstances, including loss of employment;

d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

e. When a death has occurred in the household or immediate family.

No hardship: If the Evansville Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

Temporary hardship: If the Housing Authority determines that there is a 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 Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

Long-term hardship: If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

Appeals: The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

E. <u>Rent for Families under the Non-citizen Rule</u>

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Evansville Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Evansville Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

F. Definition of Temporarily/Permanently Absent [24 CFR 982.54(d) (10), 982.551]

EHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. EHA must count the income of the spouse or the head of the household if that person is temporarily absent. "Temporarily absent" is defined as away from the unit for less than 180 days.

If the sole household member is permanently absent due to military duty, he/she will be withdrawn from the HCVP but may be eligible for special readmission when discharged from military duty.

If readmission is desired, he/ she must make a written request to the Director of Leased Housing. The Director shall ask for a proof of all supporting documentation regarding the Military Discharge and any other information that may be needed to determine eligibility. Upon review, a decision will be made to either readmit or deny the request.

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. EHA will evaluate absences from the unit using this policy.

Absence of Any Member (24CFR 982.312)

Any member of the household will be considered permanently absent if he or she is away from the unit for 180 days or more and will be removed from the voucher, 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, EHA 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 EHA's "Absence of Entire Family" policy.

Absence Due to Full-Time Student Status

Dependents who are full time students and attend school away from home but live with the family during school recess will be considered temporarily absent from the household. HOHs do not qualify for this exemption.

Absence Due to Incarceration

If the sole member of a household is incarcerated for more than 180 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 he/ she is incarcerated for 30 consecutive days. EHA will determine if the reason for incarceration is for drug-related or violent criminal activity.

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, EHA 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 12 months from the date of removal of the child/children, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with EHA's subsidy standards.

Absence of Entire Family (24CFR 982.309 (c) (2)

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, EHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan. Families are required both to notify EHA before they move out of a unit and to give EHA information about any family absence from the unit.

Families may be absent for brief periods of time. Families must notify EHA at least 30 days before leaving the unit or no more than 10 days after leaving the unit if they are going to be absent from the unit for more than 30 consecutive days. Families leaving their unit under duress may have up to 30 days after leaving the unit to notify EHA.

If the entire family is absent from the assisted unit for more than 180 consecutive days or if EHA otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family has an approved absence from the unit, EHA may continue assistance payments for a maximum of six months, not to exceed 180 days.

EHA will request written verification from the family to determine if they will be paying rent while absent from the unit, or if they will be permanently absent from the unit.

HUD regulations require EHA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absent" means that no family member (approved voucher participants) is residing in the unit.

In order to determine if the family is absent from the unit, EHA may investigate the situation by taking action, including but not limited to the following:

1. Write letters to the family at the unit;
2. Telephone the family at the unit;
3. Interview neighbors;
4. Verify if utilities are in service; and
5. Check 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.

Caretaker for Children

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, EHA will treat that adult as a visitor for the first 30 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.

If the appropriate agency cannot confirm the guardianship status of the caretaker, EHA will review the status at 180-day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, EHA 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, EHA will state in writing that the transfer of the voucher is for that limited time or as long as the caretaker has custody of the children. EHA 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.

When EHA approves a person to reside in the unit as caretaker for the child/children, the person's income should be counted pending a final disposition. EHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases. If a member of the household is subject to a court order that restricts him or her from the home for more than six months, the person will be considered permanently absent.

Visitors/Guests/Unauthorized Adults in Unit

3- GUESTS [24 CFR 5.100]

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

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

A participant family must notify OHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

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

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted unit more than 50 percent of the time, are not subject to the time limitations of guests as described above. Additionally, in a joint custody arrangement, if the minor is in the household less than 181 days per year, the minor will be considered to be an eligible visitor and not a family member.

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

Non-household members who represent the unit's address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. 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.

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without EHA approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address may be considered verification that the visitor is a member of the household.

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 EHA 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 150 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 181 days per year, the minor will be considered to be an eligible visitor and not a family member.

Participants can not violate their terms of their lease if the lease is more restrictive than the Authority's guest policies.

Reporting Additions to Owner and EHA

Reporting changes in household composition to EHA is both a HUD and an EHA requirement. The family obligations require the family to request EHA approval to add any other family member as an occupant of the unit and to inform EHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations

If the family does not obtain prior written approval from EHA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to EHA in writing within 10 business days of the maximum allowable time. Families are required to report any additions to the household in writing to EHA within 10 business days of the move-in date.

An interim reexamination will be conducted for any additions to the household.
In addition, EHA will require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

Reporting Absences to EHA

Reporting changes in household composition is both a HUD and an EHA requirement. If a family member leaves the household, the family must report this change to EHA, in writing, within 10 business days of the change and report whether the member is temporarily absent or permanently absent.

EHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

G. Averaging Income [24 CFR 5.609 (d)]
When annual income cannot be anticipated for a full 12 months, EHA may average known sources of income that vary to compute an annual income, or annualize current income and conduct an interim reexamination if income changes. If there are bonuses or overtime which the employer cannot anticipate for the next 12 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.

Income Manipulations: See Chapter 13 Part C.

H. Minimum Income / Reported Zero Income / Credit Checks
There is no minimum income requirement. Families who report zero income are required to report to EHA in writing any new income within 10 business days of the receipt of the income. EHA will then conduct an interim review for the family.

Families that report zero income (or any income lower than appears necessary to maintain the family) will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's likely expenses exceed their known income, EHA will make inquiry of the head of household as to the nature of the family's accessible resources. EHA may also conduct a credit check for the household, to determine whether the reported income and family composition is consistent with the household's credit relationships and expenditures.

I. 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, EHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

1. 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

2. Include the income and deductions of the person permanently confined to the nursing home.

J. 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.

Any contribution or gift received reliably or periodically 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. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition.)

K. 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, EHA 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.

EHA will accept verification that the family is receiving an amount less than the award if:

1. EHA receives verification from the agency responsible for enforcement or collection;
2. 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.

L. Lump-Sum Receipts and Income From Trusts [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.

Any lump-sum additions that are counted as assets will only be counted at a family's annual review, unless the family reported zero income at the time of their last review, in which case the cash value of the lump-sum amount will be added as assets at an interim review.

Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Lump-sum payments caused by delays in

processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic payments (excluding SS or SSI benefits), 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 being counted as income, EHA uses a calculation method which calculates retroactively or prospectively, depending on the circumstances.

Prospective Calculation Methodology

To be used at interims being done for previously zero income families, or for families who report the lump sum receipt for the first time during their annual reexamination. If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an adjustment calculated as follows:

For annuals:

1. The entire lump-sum payment will be added to the annual income at the time of the annual review.

For interims:

1. EHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim;
2. At the next annual recertification, EHA will apply the percentage balance to the lump sum and add it to the rest of the annual income; and
3. The lump-sum will be added in the same way for any interims that occur prior to the next annual recertification.

Retroactive Calculation Methodology

To be used for non-zero income families who report the lump-sum receipt at their annual review but where the actual receipt occurred between annual re-exams. EHA will go back to the date the lump-sum payment was received, determine the amount of income for the certification period, including the lump sum, and recalculate the tenant rent for the certification period to determine the amount due EHA.

EHA will enter into a Payment Agreement with the family, unless the family confirms they are able to pay the retroactive amount with a single payment.

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 lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Income from Trusts [24 CFR 5.603 (b) (2)]

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609. EHA will exclude costs to maintain the trust when determining annual income derived from a trust fund.

Trust distributions that are used solely to pay costs of maintaining the trust shall not be considered income to the family.

M. Retirement Funds - Assets [24 CFR 5.603 (b)]

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 as an asset any amount the employee elects to receive as a lump sum; and
3. Include in annual income any retirement benefits received through periodic payments.

N. Assets Disposed of for Less Than Fair Market Value [24 CFR 5.603 (b) (3)]

EHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. EHA 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 is not considered to be assets disposed of for less than fair market value. EHA's minimum threshold for counting assets disposed of for less than Fair Market value is $1,000. If the total value of assets disposed of within a one-year period is less than $1,000, they will not be considered an asset.

O. Income from Assets

Computation of annual income must include a family's household assets when the family's combined assets total at least $1000.00 or more.

If the total assets are valued at more than $5000.00, EHA shall count the actual earned income or imputed income (value of the asset times the current HUD published passbook rate), whichever amount is greater, and apply it to the gross annual income.

If the total assets are valued at less than $5000.00, EHA shall count the actual income earned on the asset toward the gross annual income.

P. Child Care Expenses [24 CFR 5.603]

Child care expenses for children age 12 and under 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 school-age child attending private school, only after-hours care can be counted as child care expenses.

Allow ability 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.

Q. Medical Expenses [24 CFR 5.603, 5.611 (3) (i)]

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.

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

Acupressure, acupuncture, herbal medicines, nutritional supplements and chiropractic services will be considered allowable medical expenses, if prescribed by a doctor. Insulin is an allowed medical expense even if not prescribed by a doctor.

R. Proration of Assistance for "Mixed" Families [24 CFR 5.520]

Applicability

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.

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. Calculations for each housing program are performed on the HUD 50058 form.

S. Income Changes Resulting from Welfare Program Requirements [24 CFR 5.605]

EHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

1. Fraud by a family member in connection with the welfare program;
2. Failure to participate in an economic self-sufficiency program; or
3. Non-compliance with a work activities requirement.

However, EHA will reduce the rental contribution if the welfare assistance reduction is a result of:

1. The expiration of a lifetime time limit on receiving benefits;
2. A family member not complying with other welfare agency requirements, not related to WorkONE; or
3. A family member complying with welfare agency economic self-sufficiency or work activities requirements, who cannot or has not, obtained employment. For example, 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.
4. Imputed welfare income is 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 rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is 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 welfare income is reduced to zero.

Verification before Denying a Request to Reduce Rent

EHA 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 EHA, will inform EHA of:
1. Amount and term of specified welfare benefit reduction for the family;
2. Reason for the reduction; and

3. Subsequent changes in term or amount of reduction.

Cooperation Agreements

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

EHA has taken a proactive approach to promoting an effective working relationship between EHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to Housing Choice Voucher and public housing residents.

T. Utility Allowance and Utility Reimbursement Payments [24 CFR 982.517]

The same Utility Allowance Schedule is used for all tenant-based programs.

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.

EHA’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.

At each reexamination, the Housing Authority applies the utility allowance from the most currently revised utility allowance schedule.

EHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

EHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, cooking, water heating, water, sewer, trash collection; other electric, refrigerator (for tenant-supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

EHA will review the utility allowance schedule annually. If the review determines that 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 the calculation on the HUD 50058 results in a utility reimbursement payment due the family [24 CFR 982.514(b)], EHA will provide a utility reimbursement payment for

the family each month. The check will be made out directly to the tenant. In the event that HUD funding for utility reimbursements discontinues, the EHA would no longer provide utility reimbursements.

Security deposit

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant within 45 days of the vacate date. It is the Client's responsibility to provide the Landlord with a forwarding address.

Owner may use the security deposit to cover unpaid tenant rent owing at time of move out, damages and/or other costs allowed under State Landlord-Tenant Act. The EHA will provide a prior Housing Choice Voucher owner with the current address of a family who continues to receive Housing Choice Voucher Assistance, when the owner provided written evidence that (1) the unpaid rent/damages exceed the security deposit collected and (2) the owner has received a court judgment for additional amounts owed for example: un paid water bill.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

Chapter 8

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158]

HUD regulations require that EHA verify applicants' and participants' eligibility and Total Tenant Payment/Family Share. EHA staff will obtain written verification from independent third-party sources whenever possible and, when third-party verification cannot be obtained, will document the reason why in the applicant's and participant's file.

Applicants and program participants must provide true and complete information to EHA whenever information is requested. EHA's verification requirements are designed to maintain program integrity. EHA will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. EHA may also require a credit check to evaluate the family's description of its income compared to its credit relationships and recurring financial obligations.

This Chapter explains EHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, utility status, and changes in family composition. EHA will obtain proper authorization from the family before requesting information from independent sources.

A. <u>Methods of Verification and Time Allowed</u> [24 CFR 982.516]

EHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. Enterprise income verification;
2. Third-party written;
3. Third-party oral;
4. Review of documents; and
5. Certification/self-declaration.

EHA will allow two weeks for return of third-party verifications, and two weeks to obtain other types of verifications before going to the next method. EHA will document the file as to why third-party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of voucher issuance. For participants, verifications are valid for 60 days from the date of EHA's written request.

<u>Enterprise Income Verification</u>

"Enterprise" income verification is used to verify wage information through state or national employment information data banks. EHA will employ the upfront method of income verification as the preferred way to obtain third-party wage information. For

example, reports obtained from the State of Washington Department of Employment Security, The Work Number Web site (www.theworknumber.com), or any other similar data collection Web sites can be used to calculate annual income in conjunction with written or oral verification that the participant remains with the same employer.

Third-Party Written Verification

EHA staff may also verify wage information directly with the employer when the upfront income verification method is not applicable. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

EHA will not give third-party verification forms directly to family members, but will mail or fax forms directly to the source. Verification forms returned to EHA by the family will be orally third-party confirmed by EHA staff.

EHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

1. Social Security Administration;
2. Veterans Administration;
3. Welfare assistance, with phone confirmation of length and reason for sanction or recoup, if applicable; and
4. City or county courts.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification:

1. Is delayed or not possible;
2. Is submitted in fax or photocopy format; or
3. Is submitted to EHA by the family, rather than the source.

When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, EHA will compare the information to any documents provided by the family. If provided by telephone, EHA 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, EHA will annotate the file accordingly and utilize documents provided by the family as the primary source of verification, if the documents provide complete information.

All such documents, excluding any documents that prohibit the viewer from copying them, 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.

EHA will accept the following documents from the family provided that the document is such that tampering would be easily noticed:

1. Computer print-outs from the employer;
2. Signed letters (provided that the information is confirmed by phone); and
3. Other documents noted in this Chapter as acceptable verification.

EHA will accept legible faxed documents with phone confirmation by EHA staff.

EHA will accept legible photocopies with phone confirmation by EHA staff or comparison to historical documents in the family's file.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, EHA will utilize the third-party verification.

EHA will not delay the processing of an application or review beyond 10 business days because a third-party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

As a last resort, when verification of income from tips/gratuities or self-employment income cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.
Self-certification means a certification/statement made under penalty of perjury.

B. Release of Information [24 CFR 5.230]

Adult family members will be required to sign HUD Form 9886, Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization on the Personal Declaration form when information is needed that is not covered by the HUD Form 9886, Release of Information/Privacy Act form.

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 EHA or HUD.

C. Computer Matching

When EHA receives notification from HUD that a family has been sent an "income discrepancy" letter, EHA will contact HUD for explicit instructions on how it is to respond, and follow HUD's instructions.

D. Items to be Verified [24 CFR 982.516]

The following items shall be verified:

1. All income including regular contributions and gifts;
2. Full-time student status including high school students who are 18 or over;
3. Current assets, regardless of amount, including assets disposed of for less than fair market value in preceding two years. If the family claims on EHA forms that they have no bank accounts/assets at all, EHA will not require the family to submit a bank/financial statement unless there is a previous history in the file of a particular asset. In such an instance the family will be required to provide verification that the account is closed or the asset has been disposed of;
4. Child care expense where it allows an adult family member to be employed or to further his or her education; (can not exceed income, must be reasonable)
5. Total medical expenses of all family members in households whose head, spouse or co-head is elderly or disabled;
6. 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, including the disabled family member, to be employed;
7. Disability for determination of preferences, allowances or deductions;
8. Persons who declare eligible immigrant status;
9. Social Security Numbers for all family members 6 years of age or older who have been issued a Social Security Number;
10. Familial/marital status when needed for head or spouse definition; and
11. Verification of reduction in benefits for non-compliance. EHA will obtain written or oral verification from the welfare agency stating that the family's benefits have been reduced for fraud or non-compliance before denying the family's request for rent reduction.
12. Utility status shall be verified at admissions for the sake of determining eligibility of a new unit and with regards to recertification the utilities status shall be certified to determine the current status of utility's in the assisted unit.

E. Exclusions from income: Annual income does not include the following:

- Income from employed children (including foster children) under the age of 18 years;

- Payments received for the care of foster children or foster adults (usually persons

with disabilities, unrelated to the tenant family, who are unable to live alone);

- 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;
- Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- The amounts received from the following programs:
- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. 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 a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- Temporary, nonrecurring, or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 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;
- Deferred periodic amounts 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 member who has a developmental

disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
- The value of the allotment of food stamps.

- Payments to volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
- Payments made under HHS's Low-Income Energy Assistance Program
- Payments received under the Job Training Partnership Act
- Income from the disposition of funds of the Grand River Band of Ottawa Indians
- The first $2000 per capita received from judgment funds awarded for certain Indian claims
- Amount of scholarships awarded under Title IV including Work-Study
- Payments received under the Older Americans Act of 1965
- Payments from Agent Orange Settlement
- Payments received under the Maine Indian Claims Act
- The value of child care under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit refund payments
- Payments for living expenses under the AmeriCorps Program

Twelve Month Exclusions (Self-Sufficiency incentives) **(Disabled Families ONLY):**
(1) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, and the Quality Housing and Work Responsibility Act of 1998 (referred to as the 1998 Act) or any com-Parable Federal, State, or local law during the exclusion period. For purposes of this Paragraph, the following definitions apply:

(a) Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

- Are authorized by a federal, state or local law;
- Are funded by federal, state or local government;
- Are operated or administered by a public agency;
- Has as its objective to assist participants in acquiring job skills, and/or
- If applicable is a participant in EHA’s FSS Program.

(b) Exclusion period means the period during which the resident participates in a program described in this section, plus 12 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 and the 1998 Act. **Amount previously being received, including TANF, will continue to be counted as annual income.**

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

(2) In addition to the training exclusion listed above, the 1998 Act excludes the income for 12 months of a family member who was previously unemployed for one or more years, which is defined as a minimum of 12 consecutive months. This includes a person who has earned income during the previous 12 months but the income was no more than 10 hours of work per week for 50 weeks at or below the established minimum wage. The 1998 Act also excludes the income for 12 months for any resident who received assistance under the Temporary Assistance for needy Families (TANF) program in the last six (6) months. The TANF funding received must be a minimum of $500 over a six-month period. A representative from the TANF agency must verify that the resident is or was receiving TANF benefits within the last six months. The six month period will start on the day the resident reports the income to the HA. Also, the 1998 Act excludes for 12 months the income resulting in the participating of a family member in EHA's Family Self-Sufficiency Program, if applicable to EHA.

(3) Phase-in of Rent Increases: Upon the expiration of the 12-month exclusion period as described in this section, the rent payable by a family may be increased due to continued employment of the resident but the increase will be limited to 50% of the increase in the total rent increase. The increase will be effective on the first day of the thirteenth month and expire on the twenty–fourth month. After the conclusion of the twenty-four month period, the applicable rent calculated without exclusions, as described in this section, and in accordance with federal regulations will be due and payable on the first of the twenty-fifth month. Total income will include income counted in the previous twelve months plus 50% of the increase.

(4) Maximum four-year disallowance. The disallowance of increased income of an individual family member as provided above is limited to a lifetime 48-month period. It only applies for a maximum of 24 months as described above during the 48-month period starting from the initial exclusion period.

(5) Inapplicability to admission. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program.

(a) If a person is employed prior to admission they will not qualify for this income exclusion.
(b) If a family member begins employment after admission they may be eligible for income exclusion.

F. Verification of Income [24 CFR 982.516]

EHA may also require a credit check to evaluate the family's description of its income compared to its credit relationships and recurring financial obligations.

This section defines the methods EHA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Date of the last pay increase;
4. Likelihood of change of employment status, and effective date of any known salary increase during the next 12 months;
5. Year-to-date earnings; and
6. Estimated income from overtime, tips, and bonus pay expected during next 12 months.

Acceptable methods of verification include the following, in order of preference:

1. Wage reports from state or national data banks;
2. Employment verification form completed by the employer;
3. Oral confirmation of above information by EHA staff via phone with employer;
4. Consecutive check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year-to-date earnings, and employee's name and Social Security Number;
5. Income tax return forms for the most current year; and
6. Self-certifications (accompanied by income tax returns where possible) 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.

If the participant does not provide documented proof, EHA will obtain proof to verify the federal tax data using third-party verification.

In cases where there are questions about the validity of information provided by the family, EHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include the following, in order of preference:

1. Benefit verification form completed by agency providing the benefits;
2. Award or benefit notification letters prepared and signed by the providing agency; and
3. Computer report electronically obtained or in hard copy.

Unemployment Compensation

Acceptable methods of verification include the following, in order of preference:

1. Verification form completed by the unemployment compensation agency; and
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.

Welfare Payments or General Assistance

Acceptable methods of verification include the following, in order of preference:

1. 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;
2. Computer-generated notice of action; and
3. Computer-generated list of recipients from Department of Social and Health Services.
4. EHA phone verification form completed by EHA staff;

Alimony or Child Support Payments

Acceptable methods of verification include the following, in order of preference:

1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or a Divorce Decree stating amount and type of support and payment schedules; or
3. A notarized letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances:

1. A welfare notice of action showing amounts received by the welfare agency for child support;

2. A written statement from an attorney certifying that a collection or enforcement action has been filed (only if support agreement was not filed through the courts).

Note: If a client reports that child support payments have ceased, EHA will not adjust the reported income unless the client provides acceptable verification (ie court order) or 30 days has passed since a payment was recorded.

Net Income from a Business

In order to calculate the income from a business, EHA will require the family to complete the Section 8 Self Employment Certification form. In addition, the family must submit a copy of their most recent tax return, if one has previously been filed. EHA will project annual income based on the net amount the family declares unless there is a pattern of under-reporting income established through a review of 2 previous years' IRS and financial documents.

Acceptable IRS and financial documents include the following, in order of preference:

1. IRS Form 1040, including:
    a) Schedule C (Small Business);
    b) Schedule E (Rental Property Income);
    c) Schedule F (Farm Income); and
    d) 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. Credit report or loan application; and
4. 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.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business. The family will be required to complete the Section 8 Self-Employment Certification form.

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, or EHA will accept a notarized letter from the parent.

Recurring Gifts

The family must furnish a notarized letter from the person(s) who provide the gift(s) which contains the following information:

1. Contact information for the person who provides the gifts;
2. The value of the gifts;
3. The regularity (dates) of the gifts; and
4. The purpose of the gifts.

Zero Income Status

Families claiming to have no income will be required to sign a Zero Income Affidavit (completed by head of household and adult zero income family members).
EHA will verify the absence of benefits from Employment Security and the Department of Social and Health Services for all adult household members claiming to have no income. In addition, if there are minors residing in the household EHA will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or Social Security Insurance income, EHA will require verification of the date the benefit was terminated. EHA will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. EHA may also conduct a credit check to evaluate the family's description of its income compared to its credit relationships and recurring financial obligations.

Additionally, applicants/participants reporting zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for those expenses.

Full-time Student Status

Only the first $480 of the earned income of full-time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full-time students are not counted towards family income but verification of the frequency and amount of funds received is required. Verification of full-time student status includes written verification from the registrar's office or other school official that the student is enrolled during the semester/quarter the family's eligibility review is taking place. School verification must include confirmation of full-time status according to the standards of the institution.

If the above listed verification is not available due to the time of the regularly scheduled review, EHA will accept any documentation from the institution that shows the student will be enrolled full-time in the regular school year.

G. Income from Assets [24 CFR 982.516]

Savings Account Interest Income and Dividends

Acceptable methods of verification include the following, in order of preference:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution;
2. Broker's statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker's oral verification); and

3. IRS Form 1099 from the financial institution, provided that EHA adjusts the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include the following, in order of preference:

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); and
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

Acceptable methods of verification include, in this order:

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; and
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

H. Verification of Assets

Family Assets

EHA will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

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; and
8. Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all certifications and recertification's, EHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:

1. All assets disposed of for less than FMV;
2. The date they were disposed of;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained wherever possible.

I. Verification of Allowable Deductions from Income [24 CFR 982.516]

Child Care Expenses

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 he or she is charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, Social Security Number or business tax ID 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.

The family's certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family's child care expenses are subsidized, EHA will accept verification of the co-payment the family is responsible for as verification of child care expenses
.

Medical Expenses

Families who claim medical expenses 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. 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) The extent to which those expenses will be reimbursed by insurance or a government agency.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months previous to the certification or recertification effective date may be accepted to project annual medical expenses. EHA will require that the family submit documentation from the healthcare provider that states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment;

3. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family; and
4. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. If EHA has documentation that Medicare premiums are being deducted from the monthly Social Security benefit amount, EHA will automatically include a $100 annual Medicare deductible as an expense without requiring further documentation.

For attendant care:

1. 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;
2. 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;
3. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months;
4. Copies of payment agreements or most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months;
5. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. EHA 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, non-recurring expenses from the previous year; and
6. EHA will use mileage at the IRS rate, or cab fare, bus fare, or other public transportation fare for verification of the cost of transportation directly related to medical treatment.

<u>Assistance to Persons with Disabilities</u> [24 CFR 5.611 (a) (ii)]

In all cases:

1. 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 independently enough to enable another family member to be employed; and

2. 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:

1. Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and
2. Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary apparatus:

1. Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus; and
2. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

In all cases where EHA is counting medical expenses as deductions for a family, EHA will adhere to IRS guidelines regarding permissible and non-permissible medical expenses. Where the IRS guidelines are not sufficiently detailed, as in the case of some expenses allowable for persons with a disability, EHA staff may request a ruling from EHA's Legal Department as to whether the expenses are required to be considered under applicable law, and may also request verification from a medical professional that the medical expenses are necessary and reasonable.

J. Verifying Non-Financial Factors [24 CFR 982.551]

Verification of Legal Identity

In order to prevent program abuse, EHA 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:

1. Naturalization papers;
2. Current, valid driver's license;
3. U.S. military identification;
4. U.S. passport;
5. Company/agency identification card;
6. Department of Motor Vehicles identification card; and
7. Certificate of Birth.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

1. Certificate of Birth or hospital verification of birth;
2. Adoption papers;
3. Custody agreement; and
4. School records.

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

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. In those instances when the family is requesting to add a new member to the household additional verification will be required.

The following verifications will be required if applicable:

Verification of relationship:

1. Birth Certificates or hospital verification of birth;
2. Baptismal Certificates where the names of the parent(s) and the birth date are noted;
3. Official court paperwork of custody assignment or adoption decree; and
4. School records.

Verification of guardianship:

1. Court-ordered assignment.
2. School enrollment confirmation of guardianship.
3. Division of FSSA placement verification.

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, EHA will consider any of the following as verification:

1. Husband or wife institutes divorce action;
2. Husband or wife institutes legal separation;

3. Order of protection/restraining order is obtained by one family member against another;
4. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license issued within last 90 days, or lease or rental agreement;
5. If the adult family member is incarcerated, a document from the court or correctional facility should be obtained stating how long they will be incarcerated; or

Verification of Change in Family Composition

EHA 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.

Verification of Disability

Verification of disability for the purpose of qualifying for a deduction from income 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 verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

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.

Citizens or Nationals of the United States are required to sign a declaration of citizenship under penalty of perjury.

EHA will not require citizens to provide documentation of citizenship other than their certification on EHA's Declaration of Citizenship form.

Eligible Immigrants who were Participants 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 EHA will copy front and back and return to the family. EHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, EHA must request within 10 days that the INS conduct a manual search.

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.

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.

Time of Verification

For participants, verification of U.S. citizenship/eligible immigrant status occurs at each annual recertification.

For family members added after other members have been verified, the verification occurs at the initial processing of a new family member and at each annual recertification thereafter. Additionally, once verification has been completed for any covered program, in the case of port-in/out families, or if the initial PHA does not supply the documents, the EHA must conduct the determination of eligibility and the verification of U.S. citizenship/eligible immigrant status will be required.

Extensions of Time to Provide Documents

EHA will grant an extension of 10 business 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:

1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);
3. Arrival-Departure Record (I-94);
4. Temporary Resident Card (I-688);
5. Employment Authorization Card (I-688B); and
6. Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

Failure to Provide

If a 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 will be denied or terminated for failure to provide required information

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 EHA 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 36 months, unless the ineligible individual has already been considered in pro-rating the family's assistance.

K. Verification of Social Security Numbers [24 CFR 5.216]

Social Security Numbers must be provided as a condition of eligibility for all family members age 6 and over if they have been issued a number. Verification of Social Security Numbers will be done through a Social Security card issued by the Social Security Administration. If a family member cannot produce a Social Security card, only the documents listed below showing his or her Social Security Number may be used for verification:

1. Identification card issued by a federal, state or local agency;
2. Identification card issued by a medical insurance company or provider (including Medicare and Medicaid);
3. An identification card issued by an employer or trade union;
4. An identification card issued by a medical insurance company;
5. Earnings statements or payroll stubs;
6. Bank statements;
7. IRS Form 1099;
8. Benefit award letters from government agencies;
9. Retirement benefit letter;
10. Life insurance policies;
11. Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records; and
12. Verification of benefits or Social Security Number from Social Security Administration.

New family members ages 6 and older will be required to produce their Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to EHA.

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 EHA. The applicant/participant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, EHA 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.

L. Proof of Identity: Applicant Identification

The EHA requires each adult member of an applicant family to provide proof of identity in the form of a government issued photo identification card. The card must, at a minimum, identify the adult by name and date of birth and must be a valid, unexpired, card. A live-in aide must provide a photo identification card at the time the family requests EHA approval of the aide. The card must be valid (not expired) and must, at a minimum, identify the aide by name and birth date. A copy of both forms of identification must be maintained in the client folder for as long as the aide resides with the family.

No adult shall be admitted to an assisted housing program unless he or she has provided the EHA with a valid photo identification card. A copy of each identification card shall be maintained in the client folder. When minors in the assisted family reach the age of 18 they shall be required to provide a government issued photo identification card for the client folder at the first reexamination of income following their 18 birthday.

M. Verification of Utilities: When participating in the HCV program the utilities for an assisted unit must be in the name of the Head of Household and or spouse. These utilities must be maintained for the duration of assistance in a particular unit.

N. Verification of Waiting List Preferences

PREFERENCES*

When applying for the Housing Choice Voucher program, an applicant may claim qualification for one or all of EHA approved preferences/local preferences. However eligibility for a preference does not automatically make an applicant eligible for Section 8 assistance. The household must also qualify under EHA eligibility factors. A preference

affects how soon an applicant will be issued a voucher. An applicant with a preference will be selected to receive a voucher before an applicant without a preference, even if the applicant without a preference applied for the program first.

Extremely Low Income Families

The family's gross annual income (i.e. all forms of income received by the family prior to any deductions and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD's Extremely Low-Income Limits for the Evansville statistical area and adjusted for household size. If the family does not qualify based on the current annualized income, the gross annual income for the 12-month period prior to the determination of eligibility shall be compared to HUD's current Extremely Low-Income Limits for the Evansville statistical area and adjusted for household size.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of	N/A

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	condition	
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, Prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred in order to participate in a program	N/A

3. Additional Documentation that **may be** required in determining eligibility:

- ∃ Temporary Assistance To Needy Families (TANF)
- ∃ Birth Certificate, or Drivers License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
- ∃ Child Care Verification
- ∃ Credit References (History)
- ∃ Employer's Verification
- ∃ Landlord Verification
- ∃ Social Security Benefits
- ∃ Assets Verification
- ∃ Bank Accounts: Checking Accounts - $500 + Balance
- ∃ Saving Accounts - $100 + Balance
- ∃ Marriage Certificate: If a marriage certificate is not available the following information is acceptable
- ∃ Drivers License that displays the same address and last names
- ∃ Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
- ∃ Other acceptable forms of documentation of marriage would include any

document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.

- ∃ The couple also certifies in their application for housing that they are married.
- ∃ Personal References: Personal references (other than from family members) may be used when an applicant cannot produce prior rental history records. Personal References must be notarized.
- ∃ Police Report(s)
- ∃ Current reports from drug treatment centers or facilities
- ∃ Supplemental Social Security Income (SSI) Benefits
- ∃ Unemployment Compensation
- ∃ VA Benefits
- ∃ Documentation to support medical expenses
- ∃ Any other reasonable information needed to determine eligibility may be requested by the HA.

HUD GUIDELINES FOR PROJECTING ANNUAL INCOME WHEN ENTERPRISE INCOME VERIFICATION (EIV) DATA IS AVAILABLE

The following guidelines are provided to assist PHA's in consistently and uniformly resolving income discrepancies.

HUD has established the criteria for what constitutes a *substantial difference* in cases where EIV income data differs from tenant-provided and/or other verified income information. HUD defines a *substantial difference* as one that is $200 or more per month.

EIV Income Data is not substantially different than Tenant-Provided Income Information

EIV may alleviate the need for 3rd party verifications when there is not a substantial difference between EIV and tenant-reported income.

In cases where EIV income data is **not** substantially different than tenant-reported income, PHAs should follow guidelines below:

- If EIV income data is less than **current** tenant-provided documentation, the PHA will use tenant-provided documents to calculate anticipated annual income.

- If EIV income data is more than **current** tenant-provided documentation, the PHA will use EIV income data to calculate anticipated annual income **unless** the tenant provides the PHA with documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the PHA will use tenant-provided documents to calculate anticipated annual income.

EIV Income Data is Substantially Different than Tenant-Provided Income Information

In cases where EIV income data is substantially different than tenant-reported income, PHAs shall follow the guidelines below:

- The PHA shall request written third party verification from the discrepant income source, in accordance with 24 CFR 5.236(3)(i).

- The PHA should review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA can not readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.

- The PHA must analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.

- The PHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

Comments:

HUD recommends that tenant-provided documents should be dated within the last 60 days of the PHA interview date.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

Note that if the tenant disputes EIV Social Security (SS)/ Supplemental Security Income (SSI) benefit data, the PHA should request the tenant to provide the PHA with a current, original Social Security Administration (SSA) notice or benefit letter within 10 business

days of the PHA interview date. The tenant may contact SSA at 1-(800) 772-1213 or visit their local SSA office.

Resources for Historical Income Data:

- Social Security Earnings Statement (summary of gross earnings for each year that the participant has worked in his/her lifetime) may be obtained from the Social Security Administration. Request for this document may be done via mail or online at www.ssa.gov

- Two years of earnings may be obtained from the EIV System or local State Wage Information Collection Agency (SWICA). This information is not available to PHAs in States that the local SWICA has entered into an agreement with HUD to obtain wage and unemployment compensation data.

- Last eight (8) amounts of Social Security benefits paid to a participant (or household member) may be obtained from the TASS or EIV system.

ATTACHMENT A”
CHRONOLOGICAL INCOME VERIFICATION PROCESS

ACTION STEPS

1st Up-front income verification (UIV)/Enterprise Income Verification (EIV), Work Number). If desired information is NOT obtained go to next step.

2nd Third party written verification. Send standard income verification to income source(s). May be sent by mail for fax.

NOTE: If a desirable response is not received in a timely manner a 2nd letter may be sent but not required in all cases. If desired information is NOT obtained go to next step.

3rd Third Party oral verification (documented to file). This could be via phone or interview by staff. A written record of this contact should be prepared by the HA that includes: date/time of contact, name and source of information, the HA staff person, summary of information provided, and the reason for using oral verification. If desired information is NOT obtained go to next step.

4th Document Review: Participant file documentation may include a record of documentation reviewed by the HA staff which supports the family’s statement. If possible, original copies (not photocopies) of supporting documents should be reviewed, thought the HA should photocopy the document(s) (unless prohibited by law) and place in the applicant’s file. The HA staff reviewing the document(s) should prepare a summary of the information and sign/date this summary. This summary should include the reason for using document review as verification and again, if possible, the HA should follow-up with a third party to obtain written verification letter. If desired information is NOT obtained go to next step.

5th Family Declaration or Certification: When all other forms of verification are impossible to obtain, the HA can obtain a notarized statement or signed affidavit from the family, attesting to the accuracy of the information provided. The applicant’s file should clearly document why other forms of verification were impossible to obtain. Please note that this type of documentation should rarely be used and should not be used merely for the convenience of the applicant or the HA, or where the applicant cannot provide the necessary information.
NOTE: Use to verify required information; however, may require re-verification in three months or less.

Policy:

The HUD EIV (enterprise income verification)/UIV (upfront income verification) system will be used as the preferred method of verifying income of Public Housing (Low Rent) and Section 8 (housing choice voucher) programs. EIV/UIV information is to be considered confidential and may only be utilized for the intended purpose of verifying income for eligibility and continued eligibility. The EIV/UIV data is subject to the provisions of the Federal Privacy Act (5 U.S.C. § 552, As Amended By Public Law No. 104-231, 110 Stat. 3048), The Freedom of Information Act (5 U.S.C. § 552, As Amended By Public Law No. 104-231, 110 Stat. 3048), and any related amendments.

Privacy Act Requirements:

Whenever the HA requests information about a tenant the HA should ensure the following:

1. The data is only used for verification of tenant income to determine:
    a. A tenant's eligibility for participation in a rental assistance program
    b. The level of assistance that they are entitled to receive
2. It is not disclosed in any way that would violate the privacy of the individuals represented in the system:
3. The tenant is notified of the following:
    a. HUD or the PHA's authorization and purpose for collecting the information
    b. The uses that may be made of the data collected, and
    c. The consequences to the individual for failing to provide the information
4. On request, the tenant is provided with access to records pertaining to them and an opportunity to correct or challenge the contents of the records.

Civil Penalties Associated with the Privacy Act:

1. A tenant may take legal action against HUD or a PHA for the following agency actions:
    a. Refusal to grant access to a record
    b. Refusal to amend or correct a record
    c. Failure to maintain a record with accuracy, relevancy, timeliness or completeness
    d. Failure to comply with any other provision of the Privacy Act, where there is an adverse effect on the tenant
2. If found liable, HUD or the PHA will be required to pay the tenant:
    a. Damages sustained as a result of the agency's action.
    b. The costs of the lawsuit, including reasonable attorney fees.

Criminal Penalties Associated with the Privacy Act:

A HUD or PHA employee can be found guilty of a misdemeanor or a felony if that employee, knowingly and willfully:

1. Discloses a tenant or tenants records to an unauthorized party.

2. Maintains a system of records without publishing a public notice.
3. Fraudulently represents himself/herself to obtain another individual's record.

Definitions:

Administrator/Coordinator	The HA employee, usually designated by the Executive Director who is responsible for authorizing access to WASS. Note: this person is not allowed to obtain EIV/UIV information.
Authorized User:	An authorized user is one who is employed by the HA, has a need to know, and has been authorized WASS access by the Executive Director or his/her designated representative who is the (Administrator/Coordinator).
EIV	Enterprise Income Verification System.
Employee	For the purposes of this document "Employee" shall mean a person on the Housing Authority payroll.
Improper Disclosure	The viewing or removal of EIV/UIV data by a/an unauthorized individual(s).
Internet	An interconnected system of networks that connects computers around the world.
Intranet	A privately maintained computer network that can be accessed only by authorized persons, especially members or employees of the organization that owns it.
Monitor/CRT	A video display attached to a computer that displays information.
Need-to Know	A criterion used in security procedures that requires the custodians of secure information to establish, prior to disclosure, that the intended recipient must have access to the information to perform his or her official duties.
Proper Disposal	The disposal of EIVIUIV information by either burning or shredding.
REAC	Real Estate Assessment Center.
Secure System WASS User ID	A secure id issued to a user enabling access to the system.
Security Officer	The HA employee so designated by the Executive Director to monitor and insure users EIV/UIV compliance. Note: this person is not allowed to obtain EIV/UIV information.
UIV	Up-Front Income Verification.
WASS	HUD's Web Access Security System (Secure connection/Secure systems)

Chapter 9

VOUCHER BRIEFINGS/VOUCHER TERMS
[24 CFR 982.301, 982.302]

EHA will conduct a mandatory briefing at the time it issues a voucher to a new participant family, to ensure that the family knows how the program works. The briefing will provide a broad description of owner and family responsibilities, EHA procedures, and information on 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 extensions and suspensions of vouchers.

It also addresses new voucher issuances when family composition changes.

A. Briefing Types and Required Attendance [24 CFR 982.301]

Initial Applicant Briefing

A full briefing, as required by HUD, will be conducted for applicant families at the time their vouchers are issued. Families may attend group briefings and then meet individually with EHA staff that will issue their voucher and provide further detailed information about the program as necessary. This briefing shall include incoming portable families with proper documentation.

Briefings will be conducted in English.

EHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher.

Move Briefing

A move briefing will be held for participants who will be reissued a voucher to move, and have given notice of intent to vacate to their landlord. This briefing shall include outgoing portable families. It may be conducted in a group format or through a personal interview.

Owner Briefing

Briefings are held for owners periodically. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three parties.

The EHA provides group briefings for new owners and any other owners who wish to attend at least annually.

Interested owners who request to sit in on scheduled family briefings to obtain information about the Voucher Program will be allowed to do so.

Missing Scheduled Briefings

Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next available briefing.

Applicants who fail to attend two scheduled briefings, without prior notification and approval by EHA, may be denied admission based on failure to supply information needed for certification. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review as outlined in Chapter 19 Complaints and Appeals.

The briefing format for families who have family members with disabilities may be modified upon request by the family. This includes conducting one-on-one briefings on site or outside the office. Such families may, however, be required to complete a formal written request for an accommodation of the disability.

Content of Briefings [24 CFR 982.301(a)]

The briefing shall include information on the following subjects:

1. A description of how the voucher program works;
2. Family and owner responsibilities;
3. Where the family may lease a unit, including renting a dwelling unit inside or outside EHA's jurisdiction;
4. An explanation of how portability works;
5. The advantages of moving to an area that does not have a high concentration of low income families; and
6. Any local obligations of Welfare to Work (WtW) family and an explanation that failure to meet these obligations is grounds for denial or termination of assistance.

Briefing Packet [24 CFR 982.301(b)]

The family shall be provided a briefing packet which will include the following information required by 24 CFR 982.301(b), including the following:

1. The term of the voucher, and EHA policy on any extensions or suspensions of the term. If EHA allows extensions, the packet must explain how the family can request an extension;
2. How EHA determines the amount of the Housing Assistance Payment for a family, including:
   a) How EHA determines the payment standard for a family; and
   b) How EHA determines the Total Tenant Payment for a family.
3. How EHA determines the maximum rent for an assisted unit;

4. Where the family may lease a unit. For a family that qualifies to lease a unit outside EHA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;

5. The HUD-required Tenancy Addendum that must be included in the lease;

6. The form that the family uses to request EHA approval of the assisted tenancy, and an explanation of how to request such approval;

7. A statement of EHA policy on providing information about a family to prospective owners;

8. EHA subsidy standards, including when EHA will consider granting exceptions to the standards;

9. The HUD brochure on how to select a unit;

10. Information on federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form;

11. A list of landlords or other parties known to EHA who may be willing to lease a unit to the family or help the family fined a unit, including information on the availability of accessible units for people with disabilities;

12. Family obligations under the program; and

13. EHA informal hearing procedures. This information must describe when EHA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

14. Procedures for notifying the EHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

15. The family's rights as a tenant and a program participant.

16. The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act; and

17. Requirements for reporting changes between certifications.

18. Information on the payment standard and the utility allowance schedule

19. Information on security deposits.

Other information to be provided at the briefing [24CFR 982.301(a)]

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the EHA, and the EHA and the owner.

The briefing presentation emphasizes:

- Family and owner responsibilities
- Where a family may lease a unit inside and outside its jurisdiction
- How portability works for families eligible to exercise portability
- Exercising choice in residency
- Choosing a unit carefully and only after due consideration
- The Family Self Sufficiency program and its advantages.

If the family includes a person with disabilities, the EHA will ensure compliance with CFR 8.6 to ensure effective communication.

B. Assistance to Families Who Claim Discrimination

EHA will give participants a copy of HUD Form 903 to file a complaint and/or refer them to the Human Relations Commission located in room 209 Civic Center Complex.

C. Term of Voucher: Expiration, Suspension, Extensions [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a voucher, which represents a contractual agreement between EHA and the family, specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Term and Expiration of Voucher

The voucher is valid for a period of at least 60 calendar days from the date of issuance.

The family must have a Request for Tenancy and Lease submitted on their behalf by a landlord within the 60-day period, unless an extension has been granted by EHA.

If the voucher expires, and is not extended by EHA prior to the date of expiration, the family will be denied assistance.

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program.

The family will not be entitled to a review or hearing when a voucher expires.

If the family is currently assisted, and has been issued a voucher to move, they may remain as a participant in their unit for as long as there is an assisted lease/contract in effect.

EHA Policy

If an applicant family's voucher term or extension expires before the PHA has submitted a Request for Tenancy Approval (RTA), the PHA will require the family to reapply for assistance.

Within 30 calendar days after the expiration of the voucher term or any extension, the PHA will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the waiting list.

Suspensions of Voucher Term [24 CFR 982.303(c)]

At its discretion, a PHA may adopt a policy to suspend the housing choice voucher term if the family has submitted a Request for Tenancy Approval (RTA) during the voucher term. "Suspension" means stopping the clock on a family's voucher term from the time a family submits the RTA until the time the EHA approves or denies the request [24 CFR 982.4]. The PHA's determination not to suspend a voucher term is not subject to informal review [24 CFR 982.554(c) (4)].

EHA Policy

When a Request for Tenancy Approval and a proposed lease are received by the EHA, the term of the voucher will be suspended while the EHA processes the request.

When the EHA denies a request for tenancy, the family will be notified immediately that the clock on the voucher term has restarted. The notice will include the new expiration date of the voucher.

When a Request for Approval of Tenancy is received, the voucher is suspended – i.e., the number of days required to process the request is not included in the 60-day term of the voucher.

Extensions

A family may request an extension of the voucher term. All requests for extensions must be submitted in writing prior to the expiration date of the voucher.

Unless approved by the Leased Housing Director, no more than two extensions of 30 days or less will be granted. The Leased Housing Director may extend the term of the voucher beyond the total of 120 days (initial 60-day term plus two 30-day extensions), if an additional extension is necessary to make the program accessible to a family member with a disability. The extension shall be for a specific period of time reasonably required for the accommodation.

Extensions beyond 60 days may also be granted, at the discretion of the Leased Housing Director, for extenuating circumstances such as extended hospitalization (i.e., more than 15 days) or death of an immediate family member. Verification of extenuating circumstances will be required.

An extension may also be granted, at the discretion of the Leased Housing Director, if the family is prevented from finding a unit due to disability accessibility requirements or the number of bedrooms (five or more) required. The search record is not part of the required verification. Verification of a disability and its impact on the housing search shall be required.

Deconcentratration:

ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the HA will provide assistance to families who wish to do so.

The assistance provided to such families includes:

Direct contact with landlords.
Counseling with the family.
Providing information about services in various non-impacted areas.
Meeting with neighborhood groups to promote understanding.
Formal or informal discussions with landlord groups
Meeting with neighborhood groups to promote understanding.
Formal or informal discussions with landlord groups
Formal or informal discussions with social service agencies
Meeting with rental referral companies or agencies
Meeting with fair housing groups or agencies

The Housing Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. Unit listings are available at www.GOsection8.com , at the information table in our front lobby.

Chapter 10

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION
[24 CFR 982.302, 982.305(a)]

After a family is issued a voucher, they may search for a unit anywhere within EHA's jurisdiction, or outside of EHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with EHA. This chapter defines the types of eligible housing and EHA's policies which pertain to initial inspections, lease requirements, and the processing of Requests For Tenancy Approval (RTA).

A. Request for Tenancy Approval [24 CFR 982.302, 982.305]

The Request for Tenancy Approval (RTA) must be submitted on behalf of a family by the proposed landlord during the term of the voucher. The landlord must submit the Request for Tenancy Approval in the form and manner required by EHA.
The Request for Tenancy Approval must be signed by both the owner and voucher holder.

EHA will not permit the family to submit more than one RTA at a time.

EHA will review the Request for Tenancy Approval and approve it if:

1. The unit is an eligible type of housing;
2. At the time of inspection, the unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan);
3. At the time of inspection, the rent is reasonable;
4. The security deposit is approvable in accordance with any limitations in this Plan;
5. The owner is approvable, and there are no conflicts of interest (See Owner Disapproval section below); and
6. The family's share of rent and utilities does not exceed 40 percent of the family's monthly adjusted income, which shall include exempt income in the calculation of adjusted income for this purpose (see Chapter 12, Owner Rents, Rent Reasonableness and Payment Standards).

Disapproval of Request for Tenancy Approval

If EHA determines that the request cannot be approved for any reason, the landlord and the family will be notified by phone. EHA will instruct the owner and family what is necessary to approve the request.

When, for any reason, an RTA is not approved, EHA will furnish another RTA form to the family so that the family can continue to search for eligible housing.

B. Eligible Types of Housing [24 CFR 982.352, 982.601]

EHA will approve any of the following types of housing in the voucher program:

1. Congregate facilities (only the shelter rent is assisted; EHA does not pay for food, cleaning, or other services);
2. Single room occupancy (SRO) units; and
3. Units owned (but not provided an operating subsidy) by EHA.

A family can own a rental unit but cannot reside in it while being assisted. A family may lease and have an interest in a cooperative housing development. This will be considered an asset for the family. See Chapter 8 Verification Procedures)

EHA may not permit a voucher holder to lease a unit that is receiving project-based Section 8 assistance or any duplicative rental or operating subsidies.

C. Duplicative Assistance [24 CFR 982.352(c)]

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

• Public or Indian housing assistance;

• Other Section 8 assistance (including other tenant-based assistance);

• Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);

• Section 101 rent supplements;

• Section 236 rental assistance payments;

• Tenant-based assistance under the HOME Program;

• Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);

• Any local or State rent subsidy;

• Section 202 supportive housing for the elderly;

• Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or

• Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

D. <u>Lease Review</u> [24 CFR 982.308, 982.309]

EHA will request a copy of the lease and HUD-required Tenancy Addendum after the unit has passed inspection. EHA shall specifically review the items listed below:

1. The tenant must have legal capacity to enter a lease under state and local law;
2. The lease must be enforceable under state and local law; and

3. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

The family and owner must submit a standard form of lease used in the locality by the owner, which is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

1. The names of the owner and tenant;
2. The address of the unit rented (including apartment number, if any);
3. The amount of the monthly rent to owner;
4. The utilities and appliances to be supplied by the owner;
5. The utilities and appliances to be supplied by the family; and
6. The initial term of the lease (see below).

The HUD-prescribed Tenancy Addendum (HUD Form 52641) must be included in the lease word-for-word before the lease is executed.

Effective September 15, 2000, the owner's lease must include the lead warning statement and disclosure information required by 24 CFR 35.92(b) either as an attachment to the lease or within the lease/contract.

Owners may submit their own standard lease form that must have the HUD lease addendum attached and executed. The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy. The lease must also provide that owner may evict family when the owner determines that:

- Any household member is illegally using a drug; or

- A pattern of illegal use of drug by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The lease must provide that the following types of criminal activity by a "covered person" are grounds to terminate tenancy: Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

- Any violent criminal activity on or near the premises by a tenant, household member, or guest; or
- Any violent criminal activity on the premises by any other person under the tenant's control.

The lease must provide that the owner may terminate tenancy if a tenant is:

- Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or

- Violating a condition of probation or parole imposed under Federal or State law.

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy.

Flat-Rate Utility Billing for Multi-Unit Buildings

EHA will replace the utility allowance for water/sewer and/or garbage in multi-unit buildings with the flat rate fees actually charged to tenants for these services by the owner, if the specifics of the flat rate are detailed in the lease and not subject to change during the term of the lease.

Start Date for New Lease after Tenant Moves: No Double Subsidy

EHA shall start a new lease for a participant who is moving with continued assistance no sooner than the first of the month following the month covered by a Housing Assistance Payment Contract with the previous landlord. EHA shall make subsidy payments on behalf of the same family to both the former and the new landlord when a family moves mid-month. EHA may make other exceptions for good cause depending on the reasons for a move.

Initial Term of the Lease

The initial term of the lease shall in most cases be 12 months. Leases of shorter duration may be approved by the Leased Housing Director on a case-by-case basis for good cause. EHA shall not approve leases of more than 12 months, as these may not be enforceable under state law.

Actions before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

1. EHA has inspected the unit and has determined that the unit satisfies HQS (tenant-based program);
2. EHA has determined that the rent charged by the owner is reasonable;
3. The landlord and the tenant have executed the lease, including the HUD-required Tenancy Addendum;
4. EHA has approved leasing of the unit in accordance with program requirements; and

5. EHA has determined that the family's share of rent and utilities does not exceed 40 percent of the family's monthly adjusted income, which shall include exempt income in the calculation of adjusted income for this purpose.

Security Deposit [24 CFR 982.313 (a) and (b)]

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, if the PHA chooses to do so, language to this effect must be added to Part A of the HAP contract [Form HUD-52641].

PHA Policy

The PHA will allow the owner to collect any security deposit amount the owner determines is appropriate. Therefore, no modifications to the HAP contract will be necessary.

Separate Agreements

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 EHA.

Families and owners will be advised 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.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and non-payment of these agreements cannot be cause for eviction.

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. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

For single family houses, EHA will not accept separate agreements for additional charges for garages, basements, or other structures or amenities located on the property.

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 EHA. If agreements are entered into at a later date, they must be approved by EHA and attached to the lease.

Separate agreements for optional additional charges will not be used in the calculation of a tenant's affordability limit, but may be used in the calculation of reasonable rent for the property.

E. REQUIRED REPORTING OF CHANGES IN LEASE OR RENT

If the participant and owner agree to any change(s) in the lease, such change(s) must be in writing, and the owner must immediately give EHA a copy of the change(s). The lease, including any changes, must be in accordance with both this Administrative Plan and HUD regulations.

Owners must notify EHA of any changes in the amount of the rent at least 60 days before the changes go into effect. Any such changes are subject to EHA's determination that they are reasonable.

If the participant moves to a new unit, even if the unit is in the same building or complex; or changes are made to the requirements governing participant or owner responsibilities for utilities or appliances; or the lease terms governing the term of the lease, housing assistance will not be continued unless EHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner.

F. **Rent Limitations** [24 CFR 982.507]

EHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises (see Chapter 13, Owner Rents, Rent Reasonableness, and Payment Standards).
By accepting each monthly Housing Assistance Payment from EHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide EHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by EHA.

If the proposed gross rent is not reasonable, at the family's request, EHA will negotiate with the owner to reduce the rent to a reasonable rent.

G. **Disapproval of Proposed Rent: Affordability Cap** [24 CFR 982.506, 982.508]

40 Percent Affordability Cap on Rent and Utilities

Consistent with a Move to Work Program (TBA), EHA shall use the following formula for determining whether rent plus utilities are affordable to families at the point of lease-up:

> *Adjusted gross income calculated as described in this Administrative Plan, which is consistent with 24 CFR Section 5.609, plus all income actually available to the family but which is excluded from Adjusted Gross Income by 24 CFR 5.609(c).*

If the rent is not affordable because the family share would be more than 40 percent of the family's monthly adjusted income, including exempt income in the calculation for this purpose, EHA will negotiate with the owner to attempt to reduce the rent to an affordable rent for the family or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, EHA will continue processing the Request for Tenancy Approval.

If the owner does not agree on the rent to owner after EHA has tried and failed to negotiate a revised rent, EHA will inform the family and owner that the tenancy is disapproved.

Exception to the 40 Percent Affordability Cap

Requests for Tenancy Approvals which have rents within $10 of the family's 40 percent affordability cap may be approved by the Leased Housing Director in order to increase housing opportunities and family choice.

On an exceptional basis, EHA may approve a tenancy where the family's share of rent and utilities takes up to 50 percent of the family's monthly adjusted income including excluded income, as an accommodation for a person with a disability or for other compelling good cause.

All such requests must be approved by the Leased Housing Director, who must assess the reasonableness of the family's reported income and housing costs, including an assessment of the family's ability to sustain the housing situation and still meet the other necessities of life.

H. Zero HAP Contract Restrictions

The Leased Housing Department shall terminate a new HAP contract if there will not be a HAP payment made on behalf of the family for six consecutive days.

I. Information to Prospective Owners about Family's Current and Previous Addresses [24 CFR 982.307, 982.54(d)(7)]

EHA will furnish prospective owners with the family's current address as shown in

EHA's records and, if known to EHA, the name and address of the landlord at the family's current and prior address.

EHA may make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

EHA 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, payment of utility bills, eviction history, their record of respecting the rights of other residents, damage to units, 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.

A statement of EHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

J. Owner Disapproval [24 CFR 982.306]

Properties Owned by Family Members

For all leases executed after June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. EHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability, with documentation.

In no circumstances will EHA approve a tenancy in which the owner shares the unit with a relative who is assisted by a voucher.

See Chapter 18, Owner Disapproval and Restriction.

K. Change in Total Tenant Payment (TTP) Prior to HAP Effective Date

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract, the information will be verified and the total family share will be recalculated using the interim review guidelines outlined in Chapter 14. If the family does not report any change, EHA need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 days old.

L. Contract Execution Process [24 CFR 982.305(c)]

EHA prepares the Housing Assistance Payments Contract and Tenancy Addendum for execution. The family and the owner will attach the Tenancy Addendum to the lease and execute the lease agreement and the owner and EHA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. EHA will retain a copy of all signed documents.

EHA 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 following EHA representatives are authorized to execute a contract on behalf of EHA: Housing Specialists, Admissions Officer, and the Leased Housing Director,

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an employer identification number or Social Security Number.

Owners must on request submit proof of ownership of the property, such as a deed or tax bill, and a copy of the management agreement if the property is managed by a management agent.

M. <u>Change in Ownership</u>

See Chapter 17, Owner Disapproval and Restriction.

Chapter 11

HOUSING QUALITY STANDARDS AND INSPECTIONS
[24 CFR 982.401]

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract. This chapter describes EHA's procedures for performing HQS inspections, and EHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with 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 EHA requirements outlined in this Chapter.

HQS regulations provide performance requirements and acceptability criteria to meet each performance requirement. HQS includes requirements for all housing types, including single and multi-family dwelling units, as well as specific requirements for special housing types such as manufactured homes, congregate housing, single room occupancy (SROs), shared housing and group residences (GRs). Requirements for Special Housing Types are discussed in Chapter 17.

The HUD Housing Inspection Manual for Section 8 Housing, available through the HUD user at 800-245-2691, and the HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD 52580-A (9/00), available through HUDCLIPS website: www.hudclips.org, provide guidance to PHAs in interpreting the standards, as well as HUD regulations.

A. Guidelines/Types of Inspections [24 CFR 982.401(a), 982.405]

EHA will perform six types of inspections:

1. Initial/move-in: Conducted upon receipt of Request for Tenancy Approval;
2. Annual: Must be conducted within 12 months of the previous annual inspection;
3. Move-out/vacate: Only for pre–October 2, 1995 contracts where there could be damage claims;
4. Special: At request of agency or other third-party, if EHA determines an inspection is warranted;
5. Complaint: At request of owner or family, if EHA determines an inspection is warranted; and
6. Quality control: Conducted by a supervisor to ensure the consistency and accuracy of EHA HQS determinations.

B. 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 occupancy maximums below may be exceeded if the unit has a room or rooms in addition to bedrooms and a living room which may be used for sleeping, under HQS. (See Section H., Acceptability Criteria and Exceptions to HQS.)

Unit Size	Maximum Number in Household
SRO	1
0 Bedroom	1
1 Bedroom	2
2 Bedrooms	4
3 Bedrooms	6
4 Bedrooms	8
5 Bedrooms	10
6 Bedrooms	12

C. Initial HQS Inspection [24 CFR 982.401(a), 982.305(b)(2)]

EHA will inspect the unit, determine whether the unit satisfies the HQS, and notify the family and owner of the determination within 15 calendar days of the inspection, unless EHA determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

The initial inspection will be conducted to:

1. Determine if the unit and property meet the HQS defined in 24 CRF 982.401, and in this Plan; and
2. Document the information to be used, including current condition of the unit, for determination of rent-reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 10 business days to correct the items noted as fail. Maximum completion of initial repairs is 120 days from the initial inspection date. An extension may be given at the inspector's discretion, depending on the amount and complexity of work to be completed. Written completion of “Extension Request Form” is required for all extensions requested and written approval of the request is required.

The family and/or owner will be advised to notify EHA once repairs are completed, so that EHA can schedule a re-inspection.

If the unit fails the re-inspection, the owner will be allowed one additional re-inspection for repair work to be completed.
If the time period given by the inspector to correct the repairs has elapsed, or the unit fails the second re-inspection, EHA will not approve the tenancy and the family will be

required to select another unit. No unit will be placed on the program until the unit meets HQS requirements

D. Annual HQS Inspections [24 CFR 982.405(a)]

EHA conducts an inspection to determine continuing compliance with Housing Quality Standards at least annually, at least one day prior to the previous annual inspection.

The family must allow EHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)]. Reasonable hours to conduct inspections are between 8 a.m. and 5 p.m. Inspections may also be performed between the hours of 7 a.m. and 6 p.m., upon request by participants, providing an inspector is available. EHA will notify the family in writing or by phone at least two days prior to the inspection.

The family may have a representative over age 18 present for an inspection, if an adult family member is unable to be present.

If the family is unable to be present, they must reschedule the appointment so that the inspection takes place within 10 days of the first scheduled inspection date. If the family does not contact EHA to reschedule the inspection, or if the family misses two inspection appointments, EHA will consider the family to have violated a family obligation and will terminate their assistance in accordance with Chapter 16 of this Plan.

E. Annual HQS Inspections Process and Procedure

The annual inspection process includes scheduling the unit for inspection, conducting the inspection, enforcing HQS requirements, and when necessary, taking action to abate payments and terminate HAP contracts and program assistance.

The unit must be in compliance with HQS requirements throughout the assisted tenancy.

EHA will notify owners/tenants of HQS deficiencies in writing, and indicate a time period in which to make HQS corrections so that the EHA complies with SEMAP requirements.

The EHA must abate housing assistance payments to the owner for failure to correct an HQS violation under the following circumstances:

- An emergency (life-threatening) violation is not corrected within 24 hours of inspection and the EHA did not extend the time for compliance;

- A routine violation is not corrected within 30 days of the inspection and the EHA did not extend the time for compliance.

Abatements must begin on the first of the month following the failure to comply.

- The EHA must terminate the HAP contract if repairs are not made. The EHA must decide how long abatement will continue prior to contract termination. The EHA should not terminate the contract until the family finds another unit provided the family does so by the indicated time period.

- The EHA must terminate program assistance to families who fail to correct HQS deficiencies that they caused. The EHA should notify the owner of its intent to terminate the family's program assistance so the owner can begin eviction procedures. The EHA should continue to pay the owner until the eviction is completed.

Tenant (head of household or designated person by the head of household 18 yrs or older) and/or owner must be present at the inspection.

The inspector conducts the unit inspection. Each item on the inspection checklist must receive a rating of pass, fail, or inconclusive. The inspector shall make clear notes about the nature of all fail and inconclusive items. For the unit to receive a pass rating, no fail or inconclusive items can be noted on the inspection checklist.

Improvements which have occurred since the previous unit inspection, addition of amenities or services, and changes in type of or responsibility for utilities should be noted and reported to appropriate EHA staff.

The inspector may record recommended improvements or items that should be brought to the attention of the owner or tenant, but are not HQS deficiencies.

Written notification to the owner and/or tenant is required for all items for which fail or are inconclusive. The notice must include a list of HQS deficiencies and the correcting deadline. Re-inspection or EHA verification that failed and/or inconclusive items are corrected is required.

Any time an inspector is present in an assisted unit, the inspector has the right to conduct a full inspection. If new HQS items are discovered during the time of a re-inspection, the new items must be noted and the owner and/or tenant must be notified to correct the deficiencies.

Owners are responsible to the EHA for compliance with all HQS items except those specifically assigned to tenants.

Tenants are responsible to correct HQS fail and inconclusive items resulting from:
- Failure to pay for tenant-supplied utilities;
- Failure to supply appliance(s) required by the lease; or
- Housekeeping Issues and tenant required maintenance issues (lawn maintenance, carpet cleaning, etc).

Scheduling Inspections

Program Requirements

The EHA must schedule initial inspections in accordance with program requirements. Annual inspections, quality control inspections, and all resulting re-inspections must be scheduled to comply with SEMAP requirements as discussed in this Chapter. Other special inspections, such as complaint inspections, should be scheduled as quickly as possible after receipt of request.

EHA shall plan efficient and cost effective inspection procedures that produce the best results, as well as good customer service for both families and owners. The size of the EHA's program plays a big part in determining scheduling details.

Annual inspections must be scheduled so that all units are inspected every 12 months. Annual inspections are the largest part of the EHA's inspection workload, followed by re-inspections of units that fail HQS. Since many PHAs coordinate the scheduling of annual inspections with annual reexaminations, the number of inspections is not constant from month to month, with more inspections required in the heavy leasing months (e.g., the summer months). This may also be the period with the greatest number of initial inspections.

The EHA shall consider the following factors to determine how many total inspections will need to be scheduled and completed each year:

- Number of units under contract;

- Anticipated number of requests for expected tenancy approvals (new families and transfers) in the coming year;

- Unit fail rates for initial and annual inspections;

- Re-inspection fails rates for annual inspections;

- Number of complaint inspections anticipated annually; and

- Number of quality control inspections required.

After estimating the number of required unit inspections, the EHA shall determine the number of staff needed to complete required inspections. The EHA should take into account the following factors:

- Number of days employees actually conduct inspections each year (exclude time in office, training days, vacation, sick days, and approximate number of days lost to weather conditions for the area); and

- Number of inspections each employee completes per day.

This analysis will indicate the number of inspections each inspector must have scheduled and completed each day. The EHA should determine the amount of time required for an

inspector to complete HQS inspections, taking into account the type of unit and the number of bedrooms. The EHA should also consider travel time.

Automated Inspection Systems

In order to meet all HQS requirements, inspections must be conducted and recorded using form HUD 52580-A or 52580. If the EHA has received HUD approval to include additional requirements, these changes must be reflected on the inspection instrument.

EHA may conduct inspections using paper forms, checklists, or computer devices. Several automated HQS products are available on the private market. EHA's program size will dictate the most cost effective and efficient method.

Computer inspection hardware comes in many forms; most are Windows-based. The computer, often referred to as a "hand-held," is available in various sizes and weights, and is available with printing devices that can be used in the field. Data entry can also take many forms, including use of a stylus to enter comments on the computer screen, typing comments into the system, or using programmed codes to describe fail items.

Most hand-held systems can be connected to the office computer system. Inspection results are then uploaded to the office computer to produce required letters to owners and/or tenants. Some systems will allow for the inspections data to be "tied" to other EHA computer mainframe applications to fill in tenant data fields for date of inspection, record inspection results to track and monitor SEMAP requirements, and perform other tasks.

Re-Inspection

The family and owner are provided a written notice of the re-inspection appointment by mail.

If the family is not at home for the re-inspection appointment, another appointment is automatically scheduled by mail/phone (assuming they did not miss the first inspection). The family is also notified that it is a family obligation to allow EHA to inspect the unit.

If the family misses both the initial re-inspection and the rescheduled re-inspection, EHA will mail a letter of termination to the family after the second missed inspection.

Time Standards for Repairs

Emergency items, which endanger the family's health or safety, must be corrected by the owner within 24 hours of notification (see Section I., Emergency Repair Items).

Non-emergency repairs must be scheduled for re-inspection within 30 calendar days of the annual inspection and completed within 45 days, unless an extension is granted.

Extensions

Landlords must complete a Request of Extension Form available from the authority or provide a written request prior to the expiration of the 30 day notice for repairs and receive approval from EHA before an extension will be granted to the landlord. Extensions beyond 30 days may not be granted and abatement of the unit will occur.

Rent Increases

Rent to owner increases may not be approved if the unit is not in compliance with HQS. The EHA will conduct an inspection using the Housing Quality Standards and other standards approved in this Administrative Plan at least annually. Rent increase requests in the Voucher program may not be approved if the unit is in a failed condition.

E. Move-Out/Vacate

A move-out inspection will be performed only at the landlord's request if a claim is to be submitted for contracts effective before October 2, 1995.

F. Special/Complaint Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies EHA in writing that the unit does not meet Housing Quality Standards, EHA will conduct an inspection, if EHA determines that an inspection is warranted. EHA may also conduct a special inspection based on written information from third parties, such as neighbors or public officials.

EHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the owner will be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

Quality control inspections are another type of special inspection and are required by program regulations. Special inspections resulting in a fail or inconclusive HQS determination require the same notification actions and enforcement processes described above for annual inspections.
When repeated complaints about an assisted property are received, EHA may wish to conduct regular or routine inspections more often than annually.

Special inspections resulting in a fail or inconclusive HQS determination require the same notification actions and enforcement processes described above for annual inspections.

G. Quality Control Inspections [24 CFR 982.405(b)]

EHA will perform quality control inspections of units under contract to maintain EHA's required standards and to assure consistency in enforcing HQS standards. The purpose of quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The number of quality control inspections to be completed shall be determined by HUD SEMAP standards for indicator #5, described in the HUD Housing Choice Voucher Guidebook, for a voucher program of more than 2000 vouchers. Specifically, HUD requires that quality control inspections be conducted on 30 units plus 1 for each 200 (or part of 200) vouchers over 2,000 vouchers under HAP contract at the end of EHA's previous fiscal year.

The sampling of files will include recently completed inspections (within the prior 3 months), across-section of neighborhoods, and a cross-section of inspectors.

H. Acceptability Criteria and Exceptions to HQS [24 CFR 982.401 (a)]

An acceptability criterion for each performance requirement helps EHA to determine if the unit meets mandatory minimum standards. For some standard, specific guidance is provided to PHA's, but PHA's must rely upon inspector judgment in the areas. In some instances, family preference should be considered in the determination of acceptability. HUD may grant approval for EHA to use acceptability criteria variations which apply standards contained in local housing codes or other codes adopted by EHA or because of local climatic or geographic conditions.

Acceptability criteria variations may only be approved by HUD, if the variation meets or exceeds the performance requirement and does not unduly limit the amount and type of rental, housing available at or below the fair market rent. HUD will not approve variations if the change is likely to adversely affect the health or safety of participant families or severely restrict housing choice.

EHA will strive to ensure consistency among staff in areas requiring judgment. Not all areas of HQS are exactly defined while acceptability criteria specifically state the minimum standards necessary to meet HQS; inspector judgment or tenant preference may also need to be considered in determining whether the unit meets minimum standards or desirable. Staff can receive the tools to make sound decisions through training, access to written policy and procedures, and consistent written and oral instruction.

Potential safety hazards that are not specifically addressed in the acceptability criteria, such as damaged kitchen cabinet hardware, may present a cutting hazard to small children is an example of an area that requires judgment. Less than optimal conditions, such as a water heater with a small capacity, are another example. A good practice is to assess potential hazards based on the family residing in the unit. Some potential hazards may only apply when small children are in occupancy. Some less than perfect conditions, such as a water heater that appears too small for optimal use by the tenant, should be discussed with the tenant, but should not lead to denial of program assistance if the family is willing to accept the existing condition.

EHA's HQS standards include all the acceptability criteria provided in 24 CFR 982.401. In addition, the standards include the additional acceptability criteria described below.

Additions

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the inspector will notify the tenant and/or owner to have the utilities turned on and schedule a re-inspection.

If the tenant is responsible for supplying the stove and/or the refrigerator, EHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS items. These items MUST be in working condition.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (e.g., a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may disconnect the utility to the owner-retained portion of the property. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from the inside without use of a key. Bars, grilles, grates or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed from one window or equipped with a release mechanism that is operable from the inside, which will allow for the safe egress from the room.

All appliances which are provided according to the lease or are installed in the unit at rent-up must be in operating order.

Common laundry areas must be equipped with properly functioning smoke detectors or fire detection/suppression systems.

The inspector shall make a determination at the initial inspection as to the number of rooms which are acceptable sleeping rooms, for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition and safety of egress.

Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. EHA will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

I. Emergency Repair Items [24 CFR 982.404(a)]

The following items are considered emergency repair items and must be corrected by the owner or tenant (whoever is responsible) within the time period specified after notice by EHA:

1) Lack of hot or cold water, heat or electricity (emergency: 24 hours to repair);
2) A condition that is imminently hazardous to life (emergency: 24 hours to repair);
3) The only toilet in the unit does not allow for full function and use (emergency: 24 hours to repair); and
4) Refrigerator, range or oven, or a major plumbing fixture supplied by the landlord does not work (urgent repair: 72 hours to repair).
5) Broken lock(s) on first floor doors or windows
6) Broken windows that unduly allow weather elements into the unit
7) Electrical outlet smoking or sparking
8) Exposed electrical wires which could result in shock or fire
9) Security risks such as broken doors or windows that would allow intrusion
10) Other conditions which pose an immediate threat to health or safety
11) Smoke detectors not working properly or not present.

Twenty-four Hour/Emergency Correction

If a deficiency is life threatening, the EHA requires the owner or tenant to correct the deficiency within 24 hours. If the deficiency is due to the owner, the EHA may abate housing assistance payments if repairs are not made within 24 hours.

If corrections are not made within 24 hours, abatement must take effect on the first of the month following the expiration of the 24-hour correction period. If necessary, the EHA will debit the owner retroactive to this date.

If the deficiency is due to a family participating in the tenant-based programs, the EHA may take action to terminate assistance due to a violation of the family obligations. [See Chapter 16, Termination of Assistance.

If the emergency repair or urgent repair item(s) are not corrected in the time period required by EHA, the Housing Assistance Payment may be abated and the HAP Contract may be terminated.

In those cases where there is leaking gas or 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 EHA.

Extensions

At the request of the party (tenant or owner) judged responsible for the deficiency, the EHA may grant extensions to correct major deficiencies to the extent that such extensions do not exceed HUD regulations. Written completion of "Extension Request Form" or other written request is required for all requested extensions and written approval of the request is required.

J. Abatement [24 CFR 982.405, 982.453]

Abatements Due to Non-compliance with Housing Quality Standards (HQS):
Abatement is a cessation of housing assistance payments to an owner. When an owner's housing assistance payment is abated due to the owner's failure to comply with HQS, the abated monies are not repaid to the owner but are forfeited. The abatement is released and housing assistance payment resumes on the date the EHA determines that the unit is free from those HQS deficiencies which are the owner's responsibility.

For abatements and terminations in the Project-based Voucher (PBV) program, see Chapter 5, Housing Quality Standards; Inspections, of this Administrative Plan.

If a unit fails an annual inspection, the owner will be sent a written pre-abatement notice which identifies:

1. The fail items which must be corrected for subsidy to continue;
2. The date of the pre-scheduled re-inspection; and
3. The date that subsidy will cease if the fail items are not corrected in time for the scheduled re-inspection.

The effective date of abatement is the date the unit failed the annual re-inspection. If corrections are not made within 45 days or any extension thereof, abatement must take effect on the first of the month following the expiration of the 45-day correction period or extension thereof. If necessary, the EHA will debit the owner retroactive to this date. EHA may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner which are assisted by the program.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, EHA will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

Termination of contract

If a unit fails an annual inspection, and the fail items are not corrected within 45 days of the annual inspection, EHA shall send the owner and the family a notice that the HAP Contract will be terminated for failure to maintain HQS, and give the effective date of the termination, which shall be sufficient to give the family at least 45-day notice that it must move, coinciding with the end of the month.

The period between the effective date of abatement and the effective date of termination of the HAP Contract is the abatement period. If the family notifies EHA that it desires to remain in the unit, EHA will allow the owner to schedule one final re-inspection during the abatement period. EHA will not schedule a final re-inspection during the abatement period if the family indicates it wants to move. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

If the unit passes the final inspection 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.

The tenant is not responsible for EHA's portion of rent that is abated.

K. Owner/Family Responsibility for HQS [24 CFR 982.404, 982.54(d)(14)]

Consistently, EHA generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances.
3. Housekeeping issues and tenant required maintenance issues (Lawncare, Carpet Cleaning,
   etc)

If the owner believes the tenant is responsible for other violations of HQS, including damages to the unit or premises by a household member beyond normal wear and tear, the owner must enforce the lease terms to hold the tenant responsible for restoring HQS, including paying for necessary repairs. If the tenant fails to maintain the unit in accordance with the lease and the owner provides EHA with documentation of the lease violations and the owner’s own steps to enforce the lease, EHA may terminate assistance to the family for failure to satisfy a family obligation under the program.

L. Tenant Prevention of Owner's Work to Correct Deficiencies

In those cases in which an owner claims that the tenant will not permit or allow correction of major deficiencies, the EHA may reimburse the owner for abated amounts if the owner provides evidence of the timely filing and pursuing of a case of unlawful detained/eviction against the tenant.

M. HQS Inspections of EHA-Owned Units

EHA shall continue to perform inspections in units it owns that are assisted by tenant-based and project-based Housing Choice Vouchers, and will investigate strategies to streamline the inspection process.

HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

1. The unit must have a shower or a tub in proper operating condition, with hot and cold running water.
2. The facility must utilize an approvable public or private disposal system.
3. The bathroom must allow for privacy. The bathroom must have a door with an adequate lock.

b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water. (Within manufacturer's guidelines and Section 8 HQS guidelines.)

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security including but not limited to:

a. A living room,

b. A bedroom,

c. A bath,

d. A kitchen,

e. Lighted entrances/exits (on a wall switch as per city code 44032)

f. Windows accessibility

1. Must be to and from the outside, (egress window will not be more that 44 inches in height from the interior floor).

2. Sleeping room windows must have a net clearance of 5.7 sq. ft. The minimum net clearance opening height shall be 22 inches. The minimum net clearance opening width shall be 20 inches.

3. Egress windows must be lockable.

4. Windows which are nailed shut are acceptable, only if these windows are not needed for ventilation or as an alternative exit site.

g. Exterior doors are doors by which someone can enter, or exit the dwelling. A keyless dead bolt lock or other EHA approved lock must be on the outside door of the family home. A lock that needs a key to open from the <u>inside</u> is not acceptable.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches).

1. In bedrooms, a window must be less than 44 inches from the interior floor With 22” opening clearance and be a minimum of 20” wide.

Tenant Preference:

The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks
.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain un-vented room heaters that burn gas, oil, or kerosene. Permanently attached electric wallboard heaters are acceptable.

a. Where the Landlord provides heat, the client has no control of the thermostat, the temperature must be set at a temperature no lower than 70 degrees Fahrenheit in the winter and 74 degrees Fahrenheit in the summer.

Tenant Preference:

The PHA has no control over energy conservation measures, such as dwelling insulation or installation of storm windows and doors. The family must assess whether a dwelling without these items is acceptable: the family must take into account the cost of utilities billed to the family and personal feelings about adequate heat. Dwellings that are poorly insulated or lack storm windows are generally drafty and more to heat and cool.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. If an electrical outlet is within at least six (6) feet of any running water or water container, the outlet must be GFCI protected.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

1. Table or floor lamp
2. Ceiling lamps plugged into a receptacle.
3. An extension cord plugged into another receptacle.

b. Receptacles must be permanently installed.

c. Additional receptacles may be required to ensure that the unit has sufficient electrical source.

d. Stairway Illumination. In interior stairways, a light switch should be placed at both the top and bottom of stairwell. (15 CABO)

Tenant preference:

The family may determine whether the location and the number of outlets and fixtures (over and above those required for acceptability standards) are acceptable or if the

amount of electrical service is adequate for the use of appliances, computers, or stereo equipment

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, floors, both interior and exterior walls must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.

c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. Roofs should be free of serious buckling or sagging that indicates the potential for structural collapse; large holes or other defects that allow significant air or water infiltration or is not weather-tight and allows significant amounts of water to leak through to the interior.

a. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

b. Foundations must properly support the building and keep ground water out of the basement under normal rainfall conditions, and must be free of structural defects indicating the potential for structural collapse and entry of rain water.

c. Foundations should also be free of evidence of major recent settling, large holes or cracks, severe leaning or large sections of crumbling brick, stone, or concrete.

d. Chimneys should not expose the tenant to any danger of potential collapse and must safely carrying smoke, fumes and gases away from the unit to the outside.

e. Manufactured homes must meet federal, state, and local regulations concerning proper structural set up.

f. Elevators must be working and maintain state certification for safety.

g. Fireplaces: wood burning fireplaces must be in proper working condition. Fireplaces must have a properly working damper that opens and closes. Fireplace chimney must be properly cleaned at initial inspection and each year thereafter. Owner has option to seal off fireplace and make it inoperable. Chimney must be intact, not leaning, no missing bricks or mortar. Metal chimney parts should fit tightly and be properly attached.

Tenant Preference:

Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or must provide ventilation by a mechanical or other type of vent that would prevent accumulation of unhealthful odors or sewer gases.

d. Any room used for sleeping must have at least one (1) window. The window must meet code on size for ventilation, illumination and egress.

Tenant Preference:

Families may determine whether window or door screens filters, fans or other devices for proper ventilation are adequate to meet personal needs.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination.

Tenant Preference:

The family may decide if the water heater has a large enough capacity for personal family use.

G. Lead-Based Paint

1. Lead-Based Paint is an issue only if the unit was built before 1978 and one of the following is true:

a. There is a child under the age of six years old in the household and there are visible signs of a lead-based paint hazard such as deteriorated paint that is chipping, flaking, peeling or chalking

OR

b. There is a child under the age of six years old in the household with an EBL (Elevated Blood Lead Level), of 20 ug/dl (one time test) or 15 ug/dl (tested twice within 3 or 4 months) regardless of whether there is a visible lead-based paint hazard present in the unit.

If either of these conditions exists, the Housing Authority must inform the Owner that proper procedures must be followed for correcting the problem. Procedures would include stabilizing the lead-based paint hazard.

2. If a Lead-Based Paint Hazard is present:

a. The owner may have the unit clearance tested by a certified lead-based paint inspector. If the unit is found to be free of lead-based paint, the owner does not have to engage the paint stabilization process.

   Once a clearance examination is completed and the unit is determined to be lead free, no further action is required for the unit. The owner must provide the Housing Authority with a copy of the clearance letter or report.

   If the test confirms the presence of lead in a paint hazard, then HUD regulations for the stabilization of the lead-based paint hazard must be followed. After the paint is stabilized, a clearance examination must be completed by a lead-based paint specialist who did not complete the lead hazard work.

b. If the owner does not wish to have the unit tested, then the paint hazard must be stabilized with the presumption that there is lead present in accordance with HUD regulations. After the paint stabilization is complete, a clearance examination must be completed by a lead-based paint specialist who did not complete the lead hazard work. The owner must provide the Evansville Housing Authority with a copy of the clearance letter or report.

3. HUD regulations require that a worker trained in Lead Safe Work Practices complete Lead-Based paint repairs and stabilization. The worker performing the work will be required to provide proof of training. A "Notice of Completion" is issued to every participant who completes the HUD-approved training course.

   In all cases, the following methods of lead-based paint stabilization and interim controls should not be used because they may create dangerous levels of lead dust and fumes:

   - Open flame burning or torching.
   - Abrasive blasting without high efficiency (HEPA) vacuum local exhaust.
   - Water blasting.
   - Machine sanding or grinding without HEPA vacuum local exhaust.
   - Heat guns at temperature above 1100 degrees Fahrenheit.

   Dry scraping (wet scraping should be done instead, except near electrical outlets, where use of water could result in electrocution hazards and except for very small areas of deteriorated paint, such as nail holes and hairline cracks).

Paint stripping in poorly ventilated areas using a volatile stripper that is a hazardous substance (according to regulations of the Consumer Product Safety Commission or the Occupational Safety and Health Administration).

4. Inspection and Testing

The Evansville Housing Authority must complete a visual assessment during any inspection of units constructed before January 1, 1978 that will be occupied by children under the age of six years old to determine if there is deteriorated paint. All deteriorated paint must be stabilized and made intact before the Evansville Housing Authority enters into a Housing Assistance payment contract

If a child is under six years of age or a child with an elevated blood lead level (EBL) is a member of a family that will reside in the unit, with assistance under the Housing Choice Voucher Program, the Housing Authority must perform a visual assessment during the inspection of the unit to determine if there is any deteriorated lead-based paint.

If defective paint surfaces are found, the unit may not be approved unless surfaces have been treated in accordance with HUD regulations.

If the unit is found to contain deteriorated lead-based paint, the deteriorated paint or any lead-based paint hazards must be stabilized and made intact within thirty calendar days from the date of inspection.

If the family already resides in the unit with assistance under the Housing Choice Voucher Program, treatment of defective paint surfaces must be completed within thirty calendar days from the date of inspection. When weather conditions prevent treatment of any exterior surfaces within the thirty day period, required treatment can be delayed for a reasonable time.

The amount of deteriorated paint determines how it will be stabilized to pass Housing Quality Standards (HQS) and whether clearance testing is required.

If the area of deteriorated paint is less than the de minimis level, the paint must still be stabilized, but, for these small amounts of deterioration, lead-safe work practices and clearance testing is not required.

De Minimis levels are defined as follows:

20 square feet on an exterior surface
2 square feet in an interior area

10% of a type of building component with a small surface area (such as painted window sills or window troughs).

5. Documentation

If the area of deteriorated paint is above the de minimis levels, a clearance examination is required to ensure that the unit is safe for occupancy. The Housing Authority has a list of people and companies certified to conduct the clearance examination. The Evansville Housing Authority will pay (up to $150.00) for the cost of the first clearance examination. If the unit does not pass the clearance examination, the Owner will be responsible for any subsequent examinations. The unit will not pass Housing Quality Standards until a clearance examination verifies the unit is lead-safe.

The Evansville Housing Authority must document that it requested from the Health Department the addresses of the families in the service area with EBL children.

The Housing Authority must also offer to supply the local Health Department with addresses of families with children under the age of 6 who are receiving Housing Choice Voucher assistance.

Lead-Based Paint Requirements for Units for Children with Elevated Blood Lead Levels (EBL) in the Housing Choice Voucher Program.

If a child under the age of 6 is in a unit constructed before 1978, and is identified as being lead poisoned, the Housing Authority must conduct a risk assessment within 15 days after being notified of the presence of a lead poisoned child.

If the risk assessment identifies lead-based paint hazards, a properly trained worker certified in lead-based paint safe work practices must perform the necessary work. The person or company who performed the risk assessment cannot be the same person or company that performs the lead-paint hazard reduction work.

Once the lead-paint hazard reduction work is completed, a clearance examination will be required, at the Housing Authority's expense. If the unit does not pass the clearance examination, the Owner will be responsible for paying for any subsequent clearance examination. Once the unit passes, the clearance examination, the unit has passed Housing Quality Standards, provided there are no other repairs required.

If the family residing in the unit chooses to relocate to another unit, the unit must pass a clearance examination before any other tenant (including a family without a child under the age of 6) can move into the unit receiving Housing Choice Voucher assistance.

If or when clearance is achieved, the owner must notify the tenant within 15 days of any hazard reduction activities required by the risk assessment. A copy of the report, along with the results of the clearance examination, must be maintained in the tenant's file at the Housing Authority, and a copy must be given to the tenant.

Maintenance

Owners of units participating in the Housing Choice Voucher Program should maintain interior and exterior paint in good condition to help prevent children from becoming lead-poisoned.

Disclosure Requirements

The owner of a leased property built before 1978 are required to disclose any known lead-based paint hazards to tenants, provide them with a copy of the brochure "Protect Your Family from Lead in Your Home", and sign a lead-based disclosure form with the tenant.

Lead-Based Paint Exclusions

The following properties are not to be included in the lead-based paint visual assessment.

Housing built after January 1, 1978 (when lead paint was banned for residential use)

Housing exclusively for the elderly or people with disabilities, unless a child under age 6 is expected to reside there.

Zero bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks

Property that has been found to be free of Lead-Based Paint by a certified Lead-Based Paint Inspector.

Property where all lead-base paint has been removed

Unoccupied housing that will remain vacant until it is demolished

Non-residential property

Any rehabilitation or housing improvement that does not disturb a painted surface

Also, emergency repair actions needed to safeguard against imminent danger to human life, health or safety or to protect property from further structural damage is exempted.

Tenant Preference:

Families with children under 6 years of age have no decision-making authority related to the presence of lead-based paint.

H. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Tenant Preference:

The tenant should assist the PHA in determining if the type of emergency exit is acceptable.

I. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Tenant Preference:

Taking into consideration the type of neighborhood, the family selects the unit.

J. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

Tenant Preference:

Although the minimum requirement by the acceptability criteria have been met, the family is not permitted to exercise any tenant preference regarding infestation of mice or roaches.

K. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Tenant Preference:

The family is not permitted to exercise any tenant preference regarding smoke detector requirements.

12.4 ADDITIONS TO THE HQS ACCEPTABILITY CRITERIA

The Evansville Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes.

A. In each bedroom, there will be at least one exterior window that can be opened and that contains a screen.

B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.

C. Adequate heat shall be considered to be 70 degrees.

D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

E. Other General Conditions.

1. Bathroom.

   a. Must be present.

   b. Must be in a separate room, with a flush toilet in operating condition.

   c. Must have a fixed basin with a gas trap and hot and cold water in operating condition.

   d. Must have a shower or a tub with hot and cold water in operating condition.

   e. Facilities must be connected to an approved disposal system.

   f. Must have 1 window which opens or adequate exhaust ventilation.

   g. Must have GFIC's (Ground Fault Circuit Interrupter) within 6 (six) feet of water, unless attached to a medicine cabinet.

   h. Must have a permanent ceiling or wall light fixture in proper operating condition. The permanent light must be operable from a wall switch. No pull string lights are allowed in the bathroom.

   i. Floors must be in sound condition.

   j. Toilets and washbasins must have a gas trap.

2. Living Room.

   a. Must have a window that allows natural illumination.

   b. Not required to have an open able window.

c. Must have secure walls and ceilings which do not bulge or have cracks, or have large holes, missing surfaces, or missing tile.

3. Kitchen.

a. Defined as a separate room or area which is used primarily for preparation of meals. This area must have:

1. A separate kitchen sink for preparing food and washing dishes, with piped hot and cold water which drains into an approved system.

A. Must have a gas trap.

B. Must be free from major leaks which may result in substantial water loss and damage to the unit.

C. A bathroom sink will not satisfy this requirement.

D. Must be free from rust and major damage to the sink.

E. Must hold water.

F. If there is an electrical receptacle within 6 feet of running water, it must be GFCI protected.

G. If a garbage disposal is provided, it must be in good working order. If not, it must be replaced or removed.

H. Although preferred, windows are not required.

I. Pull chain light fixtures not allowed installed over kitchen sinks.

2. A stove for cooking,

A. If gas, must have a gas shut off valve in the same room and less than 6 feet from the appliance.

B. All burners, including the oven must light on command,

C. Must have proper size drip/burner pans,

D. The landlord/tenant may substitute a stove or range with a microwave oven if the client agrees. The agreement must be in the form of a written document.

3. A refrigerator for storing food.

   A. Must maintain a temperature low enough to prevent food from spoiling over a 3 to 5 day period of time. (Must be between 32 degrees Fahrenheit and 45 degrees Fahrenheit).

   B. Must be adequate for the family size,
   C. Interior must be free from rust,

   D. Major rust amount are not allowed on the exterior,
   E. May not have exposed insulation,

   F. Must have its own receptacle. No extension cords are permitted.

4. A bedroom with a refrigerator in it can not be defined as a kitchen.

5. The kitchen must have 1 working outlet and 1 working, permanently installed light fixture.

6. A window is not required; however, if present it must be free of signs of severe deterioration or broken panes.

7. There must be no evidence of gas or water leakage that presents the danger of fire or electrical shock.

8. The appliances must be free of hazardous conditions, including a damaged or broken stove, sink or refrigerator that endangers the user.

4. Space and Security.

   a. If windows are made to open, and necessary for egress they must open and lock.

   b. Exterior doors may not have deadbolts with keys for the purpose of egress.

   c. All windows must be reasonably weather-tight.

   d. Windows shall not have:

1. Missing or broken panes,

2. Dangerously loose or cracked panes which cause a cutting risk.

e. Screens are required on all windows which are made to open.

f. Storm windows are not required, but if present they must be in good operating condition.

5. Thermal environment.

a. Where the landlord provides heat, and the client has no control of the thermostat, the temperature must be set at a temperature no lower than 70 degrees Fahrenheit in the winter and 74 degrees Fahrenheit in the summer.

b. Must provide a system capable of providing adequate heat directly or indirectly to all rooms used for living.

c. Furnaces and air conditioners must be in proper working order.

d. If air conditioning is either present in the unit (central or window), when the tenant chooses the unit, or is to be added later, the owner is responsible for maintenance of the cooling system. Failure to maintain in-place air conditioning would be considered a breach of owner contractual obligations to the Leased Housing Program.

1. Tenant furnished air conditioners are the responsibility of the tenant to maintain.

6. Illumination

a. Receptacles Required. The living room requires two receptacles or, one receptacle and one permanently installed ceiling or wall light fixture,

1. The kitchen requires one working receptacle and one permanently installed wall or ceiling fixture in working condition. (a working outlet cannot substitute for a light fixture)

2. A bathroom requires a permanent light fixture in working condition. (a working receptacle cannot substitute for a light fixture)

3. A bedroom or any other room used for sleeping requires two receptacles, or one receptacle and one permanently installed light fixture.

4. All other rooms used for living require a means of natural or artificial illumination such as a light fixture, wall receptacles to service a lamp, a window in the room or adequate light from an adjacent room.

5. The following may not be counted as a permanent light fixture for HQS purposes:

   a. Table or floor lamps,

   b. Ceiling lamps plugged into a receptacle,
   c. An extension cord plugged into another receptacle.

6. Receptacles must be permanently installed and have covers.

7. Floor receptacles must have a metal cover.

8. Additional receptacles may be required to ensure that the unit has sufficient electrical sources. This will be at the discretion of the Inspector.

7. Overall Property Review.

   a. Garages must meet codes as defined in Section F. 2. g. and must have one (1) GFCI if electrical tools may be used in the garage area.

   b. A room may not be counted as a bedroom if you must pass through the room to get to the bathroom.

      1. Exception: where a bathroom is located between the only 2 bedrooms and has separate entries into the bathroom, and the bedrooms are clearly designed as sleeping rooms.

   c. Handrails and Railings

      1. If more than 3 steps are present, a handrail shall be required on both exterior and interior steps.

2. If the porch or balcony or other area is more than 29” high, a railing is required.

d. Gutters and Downspouts

1. Gutters and Downspouts shall be free of debris and must adequately drain water away from the unit.

2. Must be in good overall condition.

3. Every structure shall have adequate gutters and downspouts in sound condition maintained in good repair to divert normal rain water from the roof to an available storm sewer or to other areas on the premises where dispersal of water will not adversely affect the foundation of any dwelling.

e. Water Heaters.

1. If gas fired and placed in the garage or in other areas where flammable chemicals are kept, the water heater must be elevated 18” off of the floor.

2. Gas fired water heaters may not be installed in bedrooms or sleeping areas.

3. Must have a pressure relief valve.

4. Must have a discharge line of CPVC, lead, or copper and must be securely attached according to HUD and city code.

5. Discharge pipe must be no more than 6” off of the floor

6. Must be enclosed. Gas water heater in living area must have safety dividers or shields. (A physical enclosure must be between the gas water heater and the living space used by the family). This space includes but is not limited to the kitchen, living room, bath, or any other living areas.

7. Must have a vent cap.

8. Must have a shield over heat and cover over flame.

9. Must have a vent pipe in good condition, installed according to HUD or city code.

10. Must not leak.

11. If gas, must have a gas shut off valve.

12. Must have ¾ “discharge pipe if there is a ¾ inch pressure relief valve.

13. Combustible materials must NOT be stored near a gas water heater.

f. Furnace.

1. Gas fired furnaces cannot be installed in a bedroom or sleeping area.

2. Furnace must have a securely attached cover installed on the gas piping and ahead of the union within 6 feet and in the same room as the gas fired appliance.
3. Furnace must have securely attached cover on front of furnace (over flame).

4. Furnace must have all manufacturer’s covers and vents intact.

5. No space heaters are allowed.

6. Must have gas shut off valve on gas fired furnace.

7. Must have adequate ducts in the home for delivery of heat.

8. Must not have holes in the furnace.

9. Must not have holes in the ductwork.

10. Must be well ventilated.

11. Must have a clean filter.

12. Must be in good operating condition.

13. Must be properly installed and maintained as per requirements of manufacturer.

g. Fuse Box.

Must be covered.

Must contain blanks in the fuse box were applicable.

All fuses must be present in the fuse box where applicable.

h. Basements.

1. Lights must be contained in porcelain fixtures.

2. Steps must be lighted and light must be controlled by a wall switch.

3. Must not have surface water standing more than 3 days.

4. Sump pumps may be required.
5. Sump pumps must be covered.

6. No broken windows are allowed.

7. No openings that could allow rodents to enter the basement are allowed.

8. Must be free of debris

9. Steps must have a handrail on the open side.

i. Other General Conditions of the Unit.

1. No broken glass in the yard or near the home is allowed.

2. Excessive debris must be removed.

3. Exterior must be painted or have vinyl siding/brick or other acceptable exterior material. Paint must be intact and free of signs of deterioration.

4. Building materials may not lie in or around the yard for more than 5 days.

5. Insulation must be covered.

6. Exits must be free of debris.

7. At the discretion of the Inspector or the Leased Housing Director, the EHA may require additional maintenance/service for issues that affect the health, safety, and well-being of the family and the community.

8. Tripping hazards inside or outside of the unit are not permitted.

9. General Rule of Inspection:

If an appliance or other device is provided for the unit at the time of the initial lease, it MUST be in proper working order and in compliance with manufactures instructions as well s HUD Federal, Local and State laws.

Recommendation

EHA does not require, but strongly suggests the installation of at least one Carbon Monoxide Detector in units that contain gas utilities.

Where necessary, the EHA will gain approval for the use of acceptability criteria which are based on federal, state and local codes, or national standards that satisfy the purpose of HQS. These include but are not limited to: HUD Housing Inspection Manual – Section 8 Existing Housing Program, The City of Evansville Council of American Building Officials regulations guide.

SEMAP INDICATORS RELATED TO INSPECTIONS AND HQS

Introduction

The following five SEMAP Indicators, totaling 50 points, are directly or indirectly related to PHA compliance with program inspection requirements:

- SEMAP Indictor 2, Rent reasonableness: number of families assisted;
- SEMAP Indicator 5, HQS quality control inspections: number of units under HAP contract during the last completed PHA fiscal year;
- SEMAP Indicator 6, HQS enforcement: number of failed HQS inspections in the last year.

The scores for SEMAP Indicators 11 and 12 are determined by data submitted by the PHA to HUD through MTCS.

SEMAP Certifications and Scoring are discussed in Chapter 1, Introduction.

Certification of Indicators 2, 5, and 6 is audited by the EHA through quality control sampling. Sample size varies depending upon the housing authority size. The scores resulting from the EHA quality control process and certified by the EHA to HUD will be verified by the EHA independent auditor.

Indicator 2, Rent Reasonableness

When determining the rent to owner, data must be gathered on a variety of units in order to allow the PHA to make a comparability determination. EHA staff's conducting the initial pre-contract inspection is the most likely candidates to gather or verify the data, using the nine factors in the rent reasonableness procedure.

Indicator 5, HQS Quality Control Inspections

- EHA supervisor or other qualified person must re-inspect a sample of units under contract during the last PHA fiscal year. The guidelines included in Table 10-1 determine the required sample size.

- The universe referred to in Table 10-1 is the number of units under HAP contract at the end of the PHA's previous fiscal year. Example: The PHA fiscal year ends December 31, 2000. The SEMAP 2000 rating year for this PHA is January 1- December 31, 2000. The universe for this indicator is the number of units under HAP contract on December 31, 1999.

- Completed HQS inspections included in the sample must be no older than three months at the time of the re-inspection. The sample must represent a cross section of neighborhoods where program units are located and inspections completed by all HQS inspectors. The sample should also include a cross-section of initial and annual inspections.

- Quality control re-inspections should be conducted by staff trained in the PHA's inspection standards and should receive the same guidance as other PHA inspectors on inspection policies and procedures.

In addition to monitoring SEMAP compliance, quality control inspections provide feedback on inspectors' work, which can be used to determine if individual performance or general HQS training issues need to be addressed. For SEMAP purposes, an HQS deficiency found at the time of the quality control re-inspection represents a "fail" quality control inspection. When rating an individual inspector's performance, the quality control inspector should take into account whether the failed item occurred since the previous inspector was on site. Often the tenant can describe when the deficiency occurred and will be helpful in making this determination.

Deficiencies that occurred after the original inspection should not be held against the inspector's performance record.

The EHA should maintain a quality control tracking system for each SEMAP year, which indicates, the address of the units, date of original inspection and inspector, date of the quality control inspection, results of the quality control inspection, and location of the unit by neighborhood, zip code, census tract, etc.

Indicator 6, HQS Enforcement

- All life-threatening HQS deficiencies must be corrected within twenty-four (24) hours of inspection and all other cited HQS deficiencies must be corrected no more than 30 calendar days from the inspection unless the EHA approved an extension of time for correction.

- For HQS deficiencies that are the owner's responsibility and are not corrected within the prescribed time frames, the EHA must abate housing assistance payments beginning no later than the first of the month following expiration of the EHA violation notice. Violation notices should contain language regarding abatement of payment for owner failure to make corrections.

- For HQS deficiencies that are the responsibility of the tenant and are not corrected within the prescribed time frames, the EHA must take prompt and vigorous action to enforce family obligations following program requirements.

- Compliance with this indicator is determined through quality control of files and records. The number of failed units in the EHA's past fiscal year establishes the universe.

The EHA should establish the definition of deficiencies that will be considered emergency fail items and should put a procedure in place to record, track, and close violations within 24 hours of inspection or take abatement action.

Promptly following inspection, EHA's should issue violations letters for emergency fails to the responsible party. This may be done by fax, courier, overnight mail, or regular mail and should be followed by personal contact. EHAs should have a system to cover these circumstances on weekends and holidays when staff is not readily available to conduct re-inspections. Potential approaches include: phone calls to the tenant or owner within the 24 hour period to verbally determine compliance, followed by a site re-inspection the next business day; rotation of inspectors to cover holiday and Saturday re-inspections; receipt by fax of owner/tenant certifications that corrections are made within the required time frame, or telephone confirmation to a voice mail system followed by a re-inspection on the next business day.

Promptly following inspection, notices to correct routine violations should be issued and should state a date for compliance that allows time for corrections to be made and a re-inspection to be conducted within the 30-day time frame. Letters of violation should clearly state that failure to gain entry to the unit or failure to comply will result in abatement of assistance payments on the first of the month following the correction period.

Inspectors must identify the party responsible for each HQS violation listed on the inspection instrument so that proper notice can be sent to the owner and/or tenant for the appropriate items. This precludes abatement of owner rent when the violation(s) is the responsibility of the tenant. Housing assistance payments are never abated for tenant deficiencies.

The EHA must have a system to promptly identify units for which deficiencies have not been corrected within the required timeframe, in order to indicate abatement of rent and/or termination of assistance to the family. Termination of assistance procedures should be stated in the EHA administrative plan. In order to meet the SEMAP requirement to “take prompt and vigorous action” for tenant violations the EHA should strictly follow these procedures when the family fails to correct HQS violations.

EHA should monitor HQS enforcement on a regular basis (daily, weekly, or monthly) to guarantee that re-inspections occur within the proper time frames. EHA may not penalize owners for EHA failure to conduct the re-inspections on time. However, if owners fail to comply or allow entry into the unit, the EHA should notify the owner that it will begin abatement in 30 days.

For fairness and consistency, EHA’s should have an established policy and procedure for receiving and processing requests for HQS compliance deadline, including the conditions under which extensions will be granted. It is not advisable to grant extensions without just cause, or to grant verbal extensions; this can be construed as circumvention of the SEMAP requirement.

The EHA must have a system to record the results of SEMAP quality control reviews of inspections. At a minimum, the system should provide: the address of the unit, date of original failed inspection, responsibility for the deficiency (tenant or owner), date of re-inspection, result(s) of the re-inspection, date owner notified of abatement, actual date of abatement, any extensions to that date, and initiation and status of termination of tenancy. The EHA should regularly monitor the tracking system to assure compliance.

Indicator 11, Pre-Contract Inspections

- EHA must conduct initial inspections to determine that a unit passes HQS requirements on or before the effective date of the assisted lease and HAP contract.
- Scoring of this indicator is based upon the date of the passed inspection reported on the form HUD 50058 transmitted through MTCS. The EHA should routinely ensure that all new units pass HQS inspection prior to lease and HAP execution. The staff person responsible for signing the HAP contract should review the file to determine whether the unit passed before the HAP contract effective date.

Monthly MTCS reports should be monitored by the EHA to ensure that the system accurately reflects the EHA’s performance.

Indicator 12, Annual Inspections

- Each unit under HAP contract must be inspected at least annually and no more than 12 months following the most recent inspection.

- Scoring for this indicator is determined by data submitted to HUD for reporting in MTCS.

Following procedures described earlier in this chapter, the EHA should carefully determine the number of units to be scheduled for inspection in the upcoming SEMAP year.

Tracking systems and management reports should be in place to ensure that units are being inspected within the required 12-month period.

For purposes of this indicator, MTCS monitors the date of the last inspection of the unit to determine if it occurred within twelve months. EHA shall exercise caution that the correct date is placed into the system. The unit does not have to pass inspection within the time frame, but an inspection must occur.

Prompt scheduling is essential to getting all unit inspections conducted within required time frames. PHAs should review their scheduling procedures to determine if other processes that may result in inspections not being completed on time, are linked to annual inspection, such as the recertification process or families that are searching for new units. PHAs are also encouraged to streamline procedures and increase owner/tenant education to limit the number of units which are ready for inspection when scheduled. This requires a rescheduled or follow-up inspection.

PHAs should consider decoupling inspection from re-certifications to balance monthly inspector workload. Annual inspections do not have to coincide with the recertification process.

Inspections may be de-coupled from the recertification process and conducted by other methods such as by zip code, specific buildings or apartment complexes, census track or ownership.

Chapter 12

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS
[24 CFR 982.503, 982.504, 982.505, 982.507]

EHA will determine rent reasonableness in accordance with 24 CFR 982.507. It is EHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparable units in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains EHA's procedures for determination of rent reasonableness, payments to owners, and adjustments to the payment standards, and rent adjustments. See Chapter 11 for additional constraints on rent (40 percent cap on affordability).

A. Making Payments to Owners [24 CFR 982.451]

Once the HAP Contract is executed, EHA begins processing payments to the landlord. A HAP register will be used as a basis for monitoring the accuracy and timeliness of payments. Checks are disbursed by EHA's Accounting Department to the owner each month, in one of the following ways:

1. Direct deposit to owner's account;
2. Remittance Advises mailed to owner's address of record;
3. Special issue deposits as required (ordered 2x/ month) mailed to owner's address of record; or

Excess Payments

The total of rent paid by the tenant plus EHA Housing Assistance Payment to the owner may not be more than the rent to owner specified in the HAP Contract. The owner must immediately return any excess payment to EHA.

Owners who do not return excess payments will be subject to penalties outlined in Chapter 18, Owner or Family Debts to EHA.

Late Payments to Owners

In keeping with generally accepted practices in the local housing market, EHA will pay to the owner a $25.00 late fee, or the late fee specified in the owner's lease charged to tenants whose rent is late, whichever is lower, for Housing Assistance Payments that are not received by the owner by the 10th day of the month, if requested by the owner. The late fee shall apply to late Housing Assistance Payments after the first two calendar months of the HAP contract term.
Proof of "mailed to" date will be the date the HAP register was run.

Proof of "received by owner" will be 10 calendar days after date of mailing by EHA.

EHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond EHA's control, such as a delay in the receipt of program funds from HUD.

B. <u>Rent Reasonableness Determinations</u> [24 CFR 982.507]

EHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. EHA will not approve a lease until EHA determines that the initial rent to owner is a reasonable rent.

EHA must re-determine the reasonable rent:

1. Before any increase in the rent to owner;
2. If there is a 5 percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary;
3. If directed by HUD; and
4. Based on a need identified by EHA's auditing system.

EHA may elect to re-determine rent reasonableness at any other time.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by EHA.

The owner will be advised that by accepting each monthly housing assistance payment he or she is certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give EHA information on rents charged by the owner for other units in the premises or elsewhere. The data for other unassisted units will be gathered from market surveys.

The market areas for rent reasonableness are census tracts/neighborhoods within EHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

<u>Rent Reasonableness Methodology</u>

EHA bases its rent reasonableness determinations on current market surveys provided by an independent consultant with expertise in the local real estate market.
In addition, EHA may obtain information from other sources such as:

1. The state, city, real estate agents, or banks;
2. Classified ads, multiple listings, etc.; and
3. Owner -provided rent rolls of comparable units, confirmed by EHA.

COMPARABILITY

In making a rent reasonableness determination, the Evansville Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Evansville Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Evansville Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Evansville Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

EHA shall take the following unit characteristics into account in making rent reasonable determinations:

1. Size (number of bedrooms/square footage);
2. Location;
3. Quality and condition of the unit;
4. Amenities (number of bathrooms, washer/dryers, on site services, etc.);
5. Housing services;
6. Age of unit;
7. Unit type;
8. Maintenance; and
9. Utilities.

Change in Rent [CFR 982.308(g)]

The owner is required to notify EHA, in writing, at least 60 days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements [24 CFR 982.507].

C. Payment Standards [24 CFR 982.503; Move to Work Agreement, TBA]

The payment standard is used to calculate the Housing Assistance Payment for a family.

Basic Range: Up to 120 percent of HUD FMR

Consistent with EHA's authority to establish its own policies regarding payment standards (Move to Work Agreement, TBA), EHA may set its payment standard between 90 percent and 120 percent of the HUD published Fair Market Rent (FMR). This is EHA's "basic range."

EHA reviews the appropriateness of the payment standard annually when the FMR is published. EHA will establish payment standard amounts for each unit size.

MAXIMUM SUBSIDY

The Fair Market Rent (FMR) or Payment Standard published by HUD (requested by the Evansville Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

Accommodation Payment Standard

EHA may provide an accommodation payment standard for persons with disabilities under the following circumstances:

1. The family requests the accommodation in writing; and
2. The family provides verification of the disability meeting the standards described in Chapter 1, and the verification includes verification that the need for the higher payment standard is related to the disability.

The accommodation payment standard shall be established within the basic range, unless an increase beyond the basic range is approved by the EHA Board of Commissioners.

D. Adjustments to Payment Standards [24 CFR 982.503]

Decision Points in Review of Payment Standards

EHA will review the following factors at least annually, and consider increasing the voucher payment standard within the basic range for units of particular size when the following conditions are true:

1. More than 40 percent of families are paying more than 30 percent of monthly gross income for rent and utilities; and
2. More than 25 percent of new voucher holders with vouchers of a particular unit size fail to lease up within 60 days of issuance.

Program Not to Contract by More than 5 percent Without Board Authorization

If either of the above conditions prevails, EHA shall increase the payment standard within the basic range for units of different sizes, if it can do so within the allocated budget authority for the program without reducing the number of households served by the overall program by more than 5 percent.

EHA staff shall not increase the payment standard such that it causes the program to contract by more than 5 percent without specific authorization by the EHA Board of Commissioners.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the payment standard. In any case, the payment standard will not be set below 90 percent of the FMR without authorization by the EHA Board of Commissioners.

APPLYING THE PAYMENT STANDARD

An EHA is to use the lower of the payment standards that applies to the family unit size indicated on the voucher, or the actual unit size rented by the family.

The utility allowance for the actual unit size selected is always used regardless of the family's voucher size.

When changes in the payment standard apply to an existing housing payment

The payment standard that is applied to a family may be changed only at regular reexamination or when a family moves

When a family moves to another unit, the EHA must apply a different payment standard if one of the following circumstances applies:

- If the payment standard has increased or decreased the new payment standard is used.
- If EHA has adopted new subsidy standards, the payment standard for the appropriate

unit size under the new occupancy standard is used.

- If the family's size or composition has changed the payment standard for the appropriate unit size is used.

If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the **next annual reexamination.**

A family may request an interim re-determination of the housing assistance payment at any time, based on a change in the family's income, adjusted income, size or composition.
Re-determination of the housing assistance payment as a result of an interim reexamination for these reasons does not affect the payment standard applicable to the family if the family remains in place.

A participant receives a utility reimbursement only if the family pays some or all of its utilities and the rent to the owner is less than the housing assistance payment.

Chapter 13

RECERTIFICATIONS

[24 CFR 982.516]

In accordance with HUD requirements, EHA will re-examine the income and household composition of all families at least annually. Recertification and interim examinations will be processed in a manner that ensures families are given reasonable notice of decreases in the Housing Assistance Payment and corresponding increases in tenant rent (hereafter referred to as rent increases). This Chapter defines EHA's policy for conducting annual recertification. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

A. Annual Activities [24 CFR 982.516, 982.405]

There are three activities EHA must conduct on an annual basis:

1. Recertification of income and family composition;
2. HQS inspection; and
3. Rent to owner adjustment.

B. Annual Recertification/Re-Examination [24 CFR 982.516]

Moves between Re-Examinations

When a family moves to another dwelling unit, the annual recertification will be scheduled to correspond with the effective date of the new HAP Contract.
Income limits are not used as a test for continued eligibility at recertification.

Re-Examination Notice to the Family

EHA will maintain a re-examination tracking system and the household will be notified by mail of the recertification requirements at least 90 to 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, EHA will provide the notice in an accessible format. EHA will also mail the notice to a third-party, if requested as reasonable accommodation for a person with disabilities.

The anniversary date will be the first day of a given month. In situations when a HAP contract effective date is on a date other than the first of a given month, recertification date will be the first of the next month after the initial effective date. Examples:

- *When a HAP contract begins on the first of a month, recertification will take place after one year (i.e., 8/1/00 - 7/31/01; recertification date will be 8/1/01).*
- *When a HAP contract does not begin on the first of a month, recertification occurs* the same month the contract is executed..

Completion of Annual Recertification and Notice of Change in Rent

EHA will complete all recertifications for families before the anniversary date, including notifying the family of any increases in rent at least 30 days before the anniversary date. If the family's rent portion remains the same or decreases, EHA may give less than 30 days written notice to the family.

Persons with Disabilities

Persons with disabilities who are unable to complete their annual review by mail will be granted an accommodation which includes conducting the interview at the person's home or other location, as requested by the family, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information [24 CFR 982.516(f)]

All participant of the Leased Housing Department will receive a minimum of two letters to schedule their annual recertification appointment.

First: EHA will mail the Annual Recertification Packet along with a Notice of Annual Review of Eligibility letter. This letter will specify the date and time by which the family must attend the annual recertification interview.

Second: If the family does not attend the annual recertification interview, they will receive a second letter indicating that they will not be rescheduled but will have a deadline to being in all documentation for the annual recertification. This request indicates that failure will result in a termination letter to be sent on the day after the requested items are due into the office.

Third: A termination letter is then mailed to the tenant and the landlord indicating that their failure to conduct the annual recertification has resulted in the termination of their assistance.

Review Notice / Review Appointment Notice

A review notice or review appointment notice is mailed to the participant family requiring the family to provide information, verifications and signatures on required documents by a specified date.

Requirements to Attend

The head of household and anyone in the household that is 18 years or older is required to attend the recertification interview.

Failure to Respond to Notification to Recertify

If the family fails to submit some or all of their required documents by the deadline noted in the first notification letter, and has not made prior arrangements with EHA, EHA will mail a second notification letter to the family. The second letter will outline the steps necessary for the family to complete their review, and if necessary will be attached to another set of review forms for the family to complete.

If the family fails to respond to the second notice, and has not rescheduled or made prior arrangements, EHA will send the family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the Leased Housing Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment, or, if requested, as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, EHA will include instructions for the family to submit the following:

1. Documentation of all income and assets declared by the family on their Personal Declaration and/or as requested by EHA;
2. Documentation of any deductions/allowances;
3. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older;
4. Authorization for the Release of Information completed by head of household, and signed and dated by all family members age 18 and older; and
5. EHA citizenship declaration forms completed by head of household and all family members age 18 and older.
6. Recertification Packet
7. Zero income certification

Participant Identification

At the time of any annual reexamination, including one performed at the time of re-contracting (moves), each adult member of the family, including any approved live-in aide, must provide proof of identity in the form of either:

1. A government issued photo identification card, or
2. A non-government photo identification card and one other form of identification.

All identification must be valid and current. Failure to provide appropriate identification or documentation that the family has undertaken actions to obtain proper identification, within 30 days of the EHA's request shall be considered a violation of the family's obligations and grounds for termination of assistance.

Verification of Information

EHA will follow the verification procedures and guidelines described in Chapter 8. Verification documents for re-examinations must be current within 60 days of the submission deadline date stated in the family's initial notification letter.

Tenant Rent Increases

If tenant rent increases, a 30-day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than 30 days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the 30-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the re-examination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification. The family will forfeit the 30 day notice if they are responsible for a delay in timely processing of the annual recertification.

Tenant Rent Decreases

If tenant rent decreases, the decrease will be effective on the scheduled annual recertification date.

If the family causes a delay so that the processing of the re-examination is not complete by the anniversary date, the rent change will be effective on the first day of the month following completion of the re-examination processing by EHA.

C. **Reporting Interim Changes** [24 CFR 982.516]

Additional Family Members

Program participants must report all changes in household composition to EHA between annual re-examinations. This includes additions to the family composition due to birth, adoption and court-awarded custody and/or guardianship. The family must obtain EHA approval for all potential household members age 18 years or older prior to being added to the household. Additionally, the family must also obtain written consent from the landlord that the addition of family members 18 years or older is allowed. This consent must be in writing.

If any new family member is added, family income must include all income of the new family member. EHA will conduct an interim re-examination to review such additional income and will make the appropriate adjustments in the Housing Assistance Payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first regular recertification after moving into the unit.

Increases in Income

Families are required to report all increases in income/assets within 10 business days of the change.

Interim Re-Examination Policy

EHA shall conduct interim re-examinations when families report any changes in income/composition in the following cases:

1. Change in family composition , that results in the removal or addition of persons;
2. Families where at least one adult reported zero income at the family's last review, and is now receiving some form of income; and
3. Written request from the family (example: FSS family who receives interim increase in family income wishes to increase their rent so that their FSS escrow will increase).
4. Increases or decreases in income.
5. All other changes.

EHA may conduct interim re-examinations when families report increases in income in other circumstances, if:

1. The increase will have a material effect on the family's TTP (greater than 10 percent); or
2. The increase follows a decrease in income, which resulted from the participant's voluntary action (e.g., a request to an employer to decrease hours, or a request to reduce or eliminate TANF payments).

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. EHA must calculate the change in tenant rent if a decrease in income is reported.

EHA Error

If EHA makes a calculation error at admission to the program or at an annual re-examination, an interim re-examination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively if the correct calculation results in an increase in rent. Families will be given decreases, when applicable; retroactive to the date the decrease for the change would have been effective had the rent been calculated correctly.

D. Other Interim Reporting Issues

An interim re-examination does not affect the date of the annual recertification.
Most interim reviews will be conducted by completing the Personal Interim Declaration form and by providing the required verification forms. (See Chapter 4, Voucher Issuances Process, and Chapter 14, Moves with Continued Assistance/Portability).

Any changes reported by participants, other than those listed in Section C above, will be noted in the file, but will not be processed between regularly-scheduled annual recertification's.

E. Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

EHA will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

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

1. The expiration of a lifetime time limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they receive 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"

“Imputed welfare income” is 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 EHA, based on written information supplied to EHA by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification before Denying a Request to Reduce Rent

EHA will obtain written verification or verbal phone verification from the welfare agency stating that the family’s benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements before denying the family’s request for rent reduction.

EHA will rely on the welfare agency’s written notice or verbal phone verification regarding welfare sanctions.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the Housing Specialist or the Leased Housing Director will review the calculation for accuracy. If EHA denies the family’s request to modify the amount, EHA will provide the tenant with a notice of denial, which will include:

1. An explanation for EHA’s determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the

informal hearing will be EHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

F. <u>Notification of Results of Recertification's</u> [HUD Notice PIH 98-6]

The HUD Form 50058 will be completed and transmitted as required by HUD.
A continuation form noting the changes in rent portions will be mailed to the owner and the tenant. Signatures are required by EHA staff and the Director. If the family disagrees with the rent adjustment, they may request an informal hearing.

G. <u>Timely Reporting of Changes in Income and Assets</u> [24 CFR 982.516(c)]

<u>Standard for Timely Reporting of Changes</u>

EHA requires that families report interim changes to EHA within ten (10) business days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change, must be provided by the deadline specified by EHA.

<u>Procedures When the Change is reported in a Timely Manner</u>

EHA will notify the family and the owner of any change in the Housing Assistance Payment, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported, within the limitations described above for timely notification of reduced income. In general, rent reductions will not be processed until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

<u>Procedures When the Change is not reported by the Family in a Timely Manner</u>

If the family does not report the change as described above, the family will have caused an unreasonable delay in the interim re-examination processing and the following guidelines will apply:

1. Increase in tenant rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any

overpaid housing assistance and may be required to sign a repayment agreement; and

2. Decrease in tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all EHA-required document submission deadlines.

Procedures When the Change is not processed by EHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change has not been processed by EHA in a timely manner.

In the event that a change is not processed by EHA in a timely manner, an increase will be effective after the required 30-day notice prior to the first of the month after completion of processing by EHA.

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 owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.

Appointment Policy

All families are expected to promptly keep all appointments set with EHA, including periodic unit inspections, and briefings sessions and other group appointments.

Unless excused by EHA, **all** participants 18 years of age and older must attend all appointments set for the family. A person 18 yrs of age or older must be present to allow an inspection of the unit.

Late Arrival

A family will be considered to have missed the appointment if it is more than 10 minutes late for an appointment, briefing session, other group appointment; or a periodic unit inspection. All late arrivals for appointments, briefings, orientations, other group/one-on-one appointments will be rescheduled for the applicant/participant.

MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud and/or willful misrepresentation by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the

amount which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

Chapter 14

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

HUD regulations permit families to move with continued assistance to another unit within EHA's jurisdiction, or to a unit outside of EHA's jurisdiction under portability procedures. The regulations also allow EHA the discretion to develop policies which define any limitations or restrictions on moves. This chapter describes the procedures for moves, both within and outside of EHA's jurisdiction, and the policies for restriction and limitations on moves.

A. Allowable Moves

Provided a family's assistance is not being terminated by EHA, a family may move to a new unit with continued assistance when:

1. EHA has terminated the HAP Contract due to a breach by the owner;
2. 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, and EHA has determined that the family is not in violation of its family obligations;
3. The owner is selling the unit, and the owner and the tenant mutually agree to terminate the lease;
4. The family has a right to terminate the lease and has given proper notice of lease termination;
5. An owner and a family mutually agree to terminate a lease to facilitate a move to another unit owned or managed by the same landlord; or
6. An emergency arises which, in the opinion of EHA, necessitates a move by the family whether or not proper notice of lease termination has been given by the family.

B. **Restrictions on Moves** [24 CFR 982.314, 982.552(a)]

Families may not move within EHA's jurisdiction, or outside EHA's jurisdiction under portability procedures, during the initial year of assisted occupancy, unless there are circumstances beyond the control of the family which require a move as an accommodation for a family member with a disability or for other good cause.

Families may not move more than once in a 12-month period, unless there are circumstances beyond the control of the family which require a move as an accommodation for a family member with a disability or for other good cause.

Families must repay in full the balance of any debt owed to EHA or an owner prior to the issuance of a voucher to move, regardless of whether a payment agreement is current or

in arrears, except in rare circumstances described in Chapter 18, Owner or Family Debts to EHA.

EHA will deny permission to move if there is insufficient funding for continued assistance.

EHA will deny permission to port out/move to the jurisdiction of any housing authority with a voucher payment standard in excess of 110% of EHA's voucher payment standard.*

Families must repay in full the balance of any debt owed a public utility for a utility payment that is the responsibility of the Family prior to the issuance of a voucher to move, regardless of whether a payment agreement is current or in arrears, except in rare circumstances described in Chapter 18, Owner or Family Debts to EHA.

C. **Procedure for Moves** [24 CFR 982.314]

Families considering transferring to a new unit will be required to meet with the caseworker and review an orientation packet. All families who are moving, including any families moving into or out of the Evansville Housing Authority's jurisdiction, will be required to attend a mover's briefing/orientation prior to the Evansville Housing Authority entering a new HAP contract on their behalf.

This briefing/orientation is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, and the utility allowance schedule;

D. An explanation that the families share of rent may not exceed 40% of the family's monthly adjusted income;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper 30 day written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Evansville Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Evansville Housing Authority a copy of the written notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Evansville Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Evansville Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

ABSENCE FROM THE ASSISTED UNIT

Absence means that no member of the family is residing in the unit. Families participating in the program may be absent for a period of 14 calendar days without notifying the HA. If the family anticipates being absent for more than 14 consecutive calendars days, the Head of Household must request written permission from the HA prior to leaving the assisted unit. The written request must be submitted 30 calendar days in advance of the anticipated absence. The HA my approve absences in excess of 14 consecutive calendar days for vacation, hospitalization or other good cause as presented to the HA by head of household. The HA will respond in writing within 10 calendar days of the receipt of the request for approved absence. The HA will not approve any request for absence for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.

Note:

If an emergency situations exist, such as hospitalization, the head of household must notify the HA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergency situations.

The HA will respond verbally and follow-up its verbal determination in writing within ten calendar days of the verbal request.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for six (6) consecutive months except as otherwise provided in this Administrative Plan.

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.

Absence due to Incarceration

If the sole member is incarcerated for more than 180 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 6 consecutive months.

The HA will determine if the reason for any family member's incarceration is for drug-related or violent criminal activity and will pursue termination of assistance for the family if deemed appropriate.

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 than 6 months from the date of removal of the child/ren, the Certificate/Voucher size will be reduced. If children are removed from the home permanently, the certificate or voucher size will be reduced in accordance with the HA's subsidy standards.

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 up to the first 180 days.

If during or by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Certificate or Voucher will then be transferred to the caretaker.

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 the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 90 day intervals.
The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made or up to 9 months total.

The HA will transfer the certificate or voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 9 months 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, any income of this person will 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.

If a member of the household is subject to a court order that restricts him/her from the home for more than 6 months, the person will be considered permanently absent.

If an adult family member leaves the household for any reason, the family must report the change in family composition to the HA within ten (10) business days.

The family will be required to notify the HA in writing within ten (10) business days when family member leaves the household for any reason or moves out. The notice must contain a certification by the family as to whether the member is temporarily or permanently absent. The family member will be determined permanently absent if verification is provided.

Time extension may be granted as an accommodation upon request by a person with a disability.

If the sole household member or an adult household member is permanently absent due to military duty, he/she will be withdrawn from the HCVP but may be eligible for special readmission when discharged or on military leave from military duty.

If readmission is desired, the HOH must make a written request to the Director of Leased Housing within 10 business days of being discharged or returning from active duty. The Director shall ask for a proof of all supporting documentation regarding the Military Discharge and any other information that may be needed to determine eligibility. Upon review, a decision will be made to either readmit or deny the request.

Students
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.

Visitors
Any person not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

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 family and the HA will terminate assistance since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than 183 calendar days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and HA
Reporting changes in household composition to the HA is both a HUD and an HA requirement.

The family obligations require the family to receive advance HA approval to add any other family member as an occupant of the unit. The HA will conduct an application appointment which the head of household and any adult family members who are seeking to be added must attend. The HA shall notify the family of its determination in writing. No persons should move in until approval from the HA has been received. If the family does not obtain prior written approval from the HA, any person the family has permitted to move in will be considered an unauthorized household member. Families are required to report any additions to the household resulting from the birth, adoption or court-awarded custody of a child in writing to the HA within ten (10) days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

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, in writing, within ten (10) days of the change and certify as to whether the member is temporarily absent or permanently absent. When available to do so, an adult family member who is leaving the household should remove him/herself in writing from the lease and Section 8 participating family.

The HA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP

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

1. Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.
2. Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.

3. Physical Violence: Whether family members are forced to leave the unit as a result or actual or threatened physical violence against family members by a spouse or other member of the household.

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

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

Issuance of Voucher

EHA will recertify the income of families before it issues a voucher to move, unless the family's income verification on file is dated 60 days from the date of issuance.

The annual recertification date will be changed to coincide with the new lease-up date.

If the family does not locate a new unit, by the contract end date, they may remain in the current unit for as long as the owner permits. This permission to continue to live in the unit must be given in writing to both the EHA and tenant. If the family does not move within 60 days of the date of issuance, the family must restart the issuance process from the beginning.

Notice Requirements

The family must give the owner the number of days of written notice of intent to vacate required by the lease, and must simultaneously give a copy of the written notice to EHA.

The regular Housing Choice Voucher briefing session emphasizes the family's responsibility to give the owner and EHA proper written notice of any intent to move.

Timing of Payments

Assistance stops at the previous unit at the end of the month in which the tenant moves from the unit, unless the lease is lawfully terminated mid-month and proper notice was given to do so. Assistance will start on the new unit on the effective date of the lease and contract for the new unit. Assistance payments may overlap for the month in which the family moves.

Moves to Other Units Owned by Landlord

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move.

D. **Portability** [24 CFR 982.353]

Portability applies to families moving out of or into EHA's jurisdiction from anywhere within the United States and its territories.

E. Restrictions on Portability

Applicants from Outside the Jurisdiction

A family will be permitted to move out of EHA's jurisdiction upon the initial issuance of their voucher if either the head of household or the spouse had a legal residence in

Vanderburgh County (EHA's jurisdiction) on the date of their initial application for assistance. If neither the head of household nor the spouse had a legal residence in EHA's jurisdiction at the time of their initial application for assistance, the family must lease a unit in EHA's jurisdiction for at least one year prior to exercising portability. The Leased Housing Director may grant exceptions as a reasonable accommodation to a family with a member who has a disability.

EHA shall determine whether a family seeking to port-out to another jurisdiction is eligible for admission under the receiving housing authority's program.

Participants in the First Year of Occupancy

A participant that has leased up in the jurisdiction of another housing agency cannot port-in to EHA's program in the first year of assisted occupancy, except in the following circumstances:

1. The initial lease term is for less than 12 months, and the family gives proper notice to the owner of its intent to vacate;
2. EHA and initial PHA agree to the move;
3. The family's move is necessitated by an opportunity for education, job training or employment (based on documentation acceptable to EHA);
4. Relocation is needed to provide a reasonable accommodation pursuant to applicable fair housing laws; or
5. There are emergency or other circumstances that necessitate the move (based on documentation acceptable to EHA).

Other Denials of Incoming Portability

EHA will deny incoming portability if:

1. The family has any obligation to EHA or any other housing authority to pay money, and the family has failed to pay the debt off in full;
2. The family moved out of its assisted unit in violation of the lease; or
3. Denial of Portable Voucher for Moves in Violation of the Lease

In accordance with HUD regulations, the EHA shall not issue a voucher for portability if the family has moved out of its assisted unit in violation of the lease. If a voucher has been issued prior to the family moving, the voucher is cancelled and the participant family and the receiving PHA are notified in writing of the family's termination from the program and of the family's opportunity to obtain an informal hearing.

Notwithstanding the above, a family may receive a voucher from a public housing agency, including the EHA, and move to another jurisdiction under the tenant-based assistance program if the family has complied with all other obligations of the Section 8 program and has moved out of the unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

The EHA shall require the family to provide a certification of domestic violence in accordance with Title VI, Violence against Women and Department of Justice Reauthorization Act 2005 this Administrative Plan.

4. The family's criminal background check fails to meet EHA's standards described in Chapter 2 Section F. of this Plan.

F. **Outgoing Portability** [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside EHA's jurisdiction, anywhere in the United States that is in the jurisdiction of a PHA with a tenant-based program. However, portability will be denied to families who seek to move to a jurisdiction with voucher payment standards in excess of 110% of EHA's voucher payment standard.* A family must specify the area to which the family wants to move.

<u>Medical Documentation Not Shared Except With Family</u>

In order to comply with the federal privacy act rules regarding health-related information (HIPAA), EHA shall not send a portable family's medical documentation to a receiving PHA. EHA may indicate to the receiving PHA that EHA has approved an accommodation for the family, without providing any of the details of the basis for the approval. EHA shall give a copy of the medical documentation it has on file directly to the family, on request, for them to provide to the receiving PHA to document medical or disability-related accommodations, deductions, or allowances.

Extensions and Suspensions (Tolling) of a Portable Voucher

The EHA will provide a 60-day extension of the voucher to a family who requests to port out during the initial term of the voucher.

For port-outs requested after the initial term of the voucher, the EHA will provide an extension through the end of the 120-day maximum term of the voucher.

For incoming families, the EHA does not normally toll or suspend the term of the voucher it issues as the receiving PHA if the family returns a Request for Tenancy Approval. Unless the EHA has determined it will absorb the family, the EHA may toll or suspend the term of the voucher only with the prior written approval of the initial PHA

and upon receipt of a revised HUD 52665 that extends the term of the voucher and extends the 60 day deadline for returning a billing (Part II of the HUD 52665) to the initial PHA.

For families porting out, the receiving PHA is responsible for any tolling. The PHA will not absolve the receiving PHA of its requirements to meet the deadlines imposed by Part I of the HUD 52665 as completed by the PHA unless the PHA obtains the PHA's prior written approval and modification of the original HUD 52665.

G. **Incoming Portability** [24 CFR 982.355]

Criminal Background Check

EHA will conduct a criminal background history check and will apply the same admissions criteria as identified in Chapter 2 Section F

Absorption or Administration

EHA will accept a family with a valid voucher from another jurisdiction and either administer or absorb the voucher, at its option.

If EHA administers the voucher, the family will be issued a "portable" voucher by EHA. The term of the portable voucher will not expire before the expiration date of the voucher issued by the initial PHA. The family must submit to EHA a Request for Tenancy Approval for an eligible unit during the term of the voucher. EHA may approve extensions requested by the initial PHA if such extensions are consistent with this Administrative Plan. However, if the family decides not to lease-up in EHA's jurisdiction, they must contact the initial PHA to request an extension. EHA and another PHA may mutually agree to cross-absorb portable vouchers for each other's PHA.

Income Eligibility

A family that ports-in to EHA's program and leases a unit for the first time under the Housing Choice Voucher Program must be income eligible under EHA's program.

If a family was already receiving assistance in the initial PHA tenant-based Housing Choice Voucher Program, EHA will not re-determine income eligibility.

Subsidy Standards

EHA will issue a "portability voucher" based on the information sent from the original housing authority. If the family has a change in family composition which would change the voucher size, EHA will change to the proper size based on criteria set in Chapter 7, Additions to the Household.

Income and Total Tenant Payment of Incoming Portables [982.353(d)]

EHA will conduct a recertification interview to verify the information provided, when documents are missing or are more than 60 days old, or when there has been a change in the family's circumstances. Otherwise, EHA will not re-verify the income information provided.

If EHA conducts a family recertification, EHA will seek to avoid causing a delay in the issuance of a voucher.

EHA will refuse to enter into a contract on behalf of an incoming portable family if the families' income is so high that the family will not qualify for assistance ($0 subsidy amount).

Requests for Approval of Tenancy

A briefing from EHA staff is mandatory for all incoming portability families.

When the family submits a Request for Tenancy Approval, it will be processed using EHA's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, EHA will notify the initial PHA within 180 days from the date of voucher issuance by the initial PHA that no Request for Tenancy Approval has been submitted by the family.

EHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside EHA's jurisdiction under continued portability.

Regular Program Functions

EHA will perform all program functions applicable to the tenant-based assistance program, including:

1. Annual re-examinations and recertifications of family income and composition;
2. Annual inspection of the unit;
3. Interim examinations when requested by the tenant or as deemed necessary by EHA;
4. Other regular program functions.

EHA's policies and procedures related to annual and ongoing functions will govern the administration of vouchers for families who have leased units under portability procedures.

Terminations

EHA will notify the initial PHA in writing of any termination of assistance within ten (10) business days of the termination. If the family requests an informal hearing, the hearing shall be conducted by EHA, using the hearing procedures included in this Plan. EHA will not notify the initial housing authority of the termination until the informal

hearing process is complete. A copy of the hearing decision shall be furnished to the initial PHA.

The initial PHA is responsible for collecting any amounts owed by the family to the initial PHA, and for monitoring repayment. If the initial PHA notifies EHA that the family is in arrears or the family has refused, without good cause, to sign a payment agreement, EHA shall terminate assistance to the family.

Required Documents

As receiving PHA, EHA will require the documents listed on the HUD Portability Billing form from the initial PHA.

Billing Procedures

If the family leases up successfully, EHA will notify the initial PHA within 180 days from the date of voucher issuance, and the billing process will commence.

As receiving PHA, EHA shall bill the initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts will also be monthly, including administrative fees and special claims, unless requested otherwise by the initial PHA.

EHA will bill 100 percent of the Housing Assistance Payment, 100 percent of special claims and 80 percent of the administrative fee (at the initial PHA's rate) for each “portability” voucher leased as of the first day of the month.

EHA will notify the initial PHA of changes in subsidy amounts and will rely upon the initial PHA to notify EHA of changes in the administrative fee amount to be billed.

Chapter 15

CONTRACT TERMINATIONS
[24 CFR 982.311, 982.314]

The Housing Assistance Payments (HAP) contract is the contract between the owner and EHA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by EHA and the owner, and the policies and procedures for such terminations.

A. Contract Termination [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The contract between the owner and EHA may be terminated by EHA, or by the owner or tenant terminating the lease. No subsidy payments on behalf of the family will be made by EHA to the owner for any period of time after the month in which the contract is terminated. The owner must reimburse EHA for any subsidies paid by EHA for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from EHA for vacancy loss under the provisions of certificate HAP Contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. Termination by the Family: Moves [24 CFR 982.314(c) (2)]

Family termination of the lease must be in accordance with the terms of the lease.

C. Termination of Tenancy by the Owner: Evictions [24 CFR 982.310]

Notice

If the owner wishes to terminate the lease, the owner must provide EHA and the tenant with proper written notice as stated in the lease, at or before the commencement of the eviction action, specifying the grounds for termination of tenancy. The owner eviction notice includes any notice to vacate, or a complaint, or other initial pleading used under state or local law to commence an eviction action.

EHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section, as documentation for EHA's decision regarding termination of assistance.

Reasons for Eviction

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations, as follows:

1. Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
2. Violations of federal, state or local law that impose obligations on the tenant in connection with the occupancy or use of the premises; or 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 or any drug-related criminal activity on or near the premises; or
3. Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do [24 CRF 982.310].

Evidence of Criminal Activity

The owner may terminate tenancy and evict a family by judicial action for criminal activity by a "covered person" (i.e., the tenant, any member of the household, a guest or another person under the tenant's control) if the owner determines they have engaged in the criminal activity, regardless of arrest or conviction, and without satisfying the standard of proof used for a criminal conviction.

Exclusion of Culpable Household Member

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

Consideration of Rehabilitation

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse by a family member, the owner may consider whether the member:

1. Is no longer participating in the household;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

The owner may require the tenant to submit evidence of any of the above.
Actions of termination by the owner must be consistent with Fair Housing rules as stated in 24 CFR 5.105.

Housing Assistance Payments

Housing Assistance Payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, EHA shall continue to make Housing Assistance Payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide EHA with the documentation, including notice of the lockout date.

Issuing a Voucher to a Family under Eviction

If an eviction is not due to a serious or repeated violation of the lease, and if EHA has no other grounds for termination of assistance, EHA may issue a new voucher so that the family can move with continued assistance provided that all rent arrearage, if any, have been paid to the landlord in full.

D. Termination of the Contract by EHA [24 CFR 982.403, 982.404(a), 982.453, 982.454, 982.455, 982.552(a) (3)]

EHA shall terminate the HAP contract with the owner:

1. When the lease terminates;
2. When EHA terminates program assistance for the family;
3. If the owner breaches the HAP Contract (see Chapter 17, Owner Disapproval and Restriction);
4. If the family is required to move from a unit when the subsidy is too big for the family size (certificate program), or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition;
5. If 180 days have passed since the last Housing Assistance Payment to the owner; or
6. If funding is no longer available under the ACC.

Notice of Termination for HQS Space Standard

When EHA terminates the HAP Contract because of a violation of HQS occupancy standards, EHA will provide the owner and family written notice of termination of the contract. The HAP contract terminates at the end of the calendar month that follows the calendar month in which EHA gives such notice to the owner.

Note:

For the purposes of this plan, if a member of the current family has committed acts of fraud or has an arrest record, including a drug related arrest, that reflects that the family member may be a danger to the health, safety, or welfare of the community, then that person will not be allowed to be a participant on the program. The HA shall prohibit assistance to any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

Chapter 16

TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553, 982.555]

EHA may terminate assistance for a family because of the family's action or failure to act. EHA will provide families with a written description of the family obligations under the program, the conditions under which EHA terminates assistance, and EHA's informal hearing procedures.

A. Grounds for Termination [24 CFR 982.54, 982.552, 982.553]

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

1. Denial of admission to Housing Choice Voucher Program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP Contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP Contract or approve a tenancy;
2. Terminating Housing Assistance Payments under an outstanding HAP Contract; and
3. Refusing to process or provide assistance under portability procedures;
4. Drug Related or Violent Criminal Activity;
5. A 2nd Housing Eviction while a participant on the HCVP; and,
6. Unauthorized Occupants residing in Voucher Assisted Household.

Denial of Assistance

EHA policies on denying assistance to households based on criminal history or previous history with the Section 8 program are outlined in detail in Chapter 2, Section F. of this Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Terminations of Assistance for Current Participants

EHA may terminate assistance to a family for any of the following reasons:

1. Failure to comply with a family obligation, including failure to provide information requested by EHA;

2. HUD-mandated terminations for:
    a. Criminal history;
    b. Failure to provide consent forms; and
    c. Ineligible citizenship status.

3. Other violations of federal law or regulation; and
4. No HAP for 180 days.

B. Failure to Comply with Family Obligations

The Housing Authority (HA) may at any time terminate program assistance for a participant because of any of the actions or inactions by the household.

The HA may terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551, as follows:

1. The family must supply any information that EHA or HUD find necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5). "Information" includes any requested certification, release or other documentation;

2. The family must supply any information requested by EHA or HUD for use during admissions, at regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements;

3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;

4. All information supplied by the family must be true and complete;

5. The family is responsible for an HQS breach caused when the family fails to pay for any utilities which are to be paid by the tenant, or when the family fails to provide and maintain any appliances which are to be provided by the tenant (for tenant-caused damages, see Chapter 11, Section K);

6. The family must allow EHA to inspect the unit at reasonable times and after reasonable notice;

7. The family may not commit serious or repeated violations of the lease;

8. The family must follow proper move procedures. See Chapter 14.

9. The family must promptly give EHA a copy of any owner eviction notice;

10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence;

11. The composition of the assisted family residing in the unit must be approved by EHA. The family must promptly inform EHA of the birth, adoption or court-awarded custody of a child. The family must request EHA approval to add any other family member as an occupant of the unit.

12. The family must promptly notify EHA if any family member no longer resides in the unit;

13. If EHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or if EHA does not approve the request, the family may not allow a foster child or live-in aide to reside with the assisted family;

14. Members of the household may, with EHA's prior approval, engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;

15. The family may not sublease or otherwise receive compensation for anyone's occupancy of the unit;

16. The family may not assign the lease or otherwise transfer the unit;

17. The family must supply any information or certification requested by EHA to verify that the family is living in the unit, or relating to family absence from the unit, including any EHA-requested information or certification on the purposes of family absences. The family must cooperate with EHA for this purpose. The family must promptly notify EHA of any absence from the unit for any period in excess of 14 calendar days;

18. The family may not own or have any ownership interest in the unit;

19. The members of the family may not commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;

21. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Evansville Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

22. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in

the immediate vicinity of the premises; and

23. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

24. If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit (under previous damage claim provisions), or other amounts owed by the family under lease.

25. If the family has engaged in or threatened abusive or violent behavior toward HA personnel.

26. 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.

27. If the family breaches an agreement with the HA to pay amounts owed to a HA, or amounts paid to an owner by a HA. (The HA, may offer a family the opportunity to enter an agreement to pay amounts owed to a HA or amounts paid to an owner by a HA. The HA may prescribe the terms of the agreement.)

28. If the responsibility for payment of utility service(s) falls on the participant, the utilities must be in the name of the head of household and or spouse only. This status must be maintained for the duration of occupancy or until a lease change is effective.

29. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

30. If any member of the household fails to report changes in income or family composition in accordance with this Administrative plan, the following procedures will be implemented:

    A. Any changes reported or discovered within 90 days of the date of the change, the family will be required to attend a re-orientation of program rules and regulations. They will also be required to pay back any money owed to the Evansville Housing Authority resulting from the overpayment of assistance due to failure to report properly.

       A second violation at any time during the remainder of the family's participation in the Section 8 Program may result in a mandatory termination of assistance.

    B. Any changes reported or discovered after the initial 90 days of the change may result in a mandatory termination from the Section 8 Program. The family will also be required to pay back any money owed to the Evansville

Housing Authority resulting from the overpayment of assistance due to failure to report properly.

C. Any changes reported or discovered after the initial 90 days of the change not resulting in an overpayment will require the family to attend a re-orientation of program rules and regulations.

A second violation at any time during the remainder of the family's participation in the Section 8 Program may result in a mandatory termination of assistance.

Definition of "Promptly"

The term "promptly" when used with the family obligations always means within 10 business days.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

1. If the owner initiates termination of the tenancy, or terminates the tenancy, through court action for serious or repeated violation of the lease;
2. If the owner notifies the family and EHA of termination of tenancy for serious or
3. repeated lease violations, and the family moves from the unit without notice prior to the completion of court action;
4. If there are police reports, neighborhood complaints or other third-party information verifying serious or repeated violations of the lease;
5. If the family moves from the unit without providing notice to EHA and the owner; or If the family fails to pay rent when due.

Proposed Additions to the Family

EHA will deny a family's request to add additional family members who are

1. Persons who have been evicted from public housing;
2. Persons who have previously violated a family obligation listed above and in 24 CFR 982.551 of HUD regulations;
3. Persons who have been part of a family whose assistance has been terminated for cause under the Certificate or Voucher program;
4. Persons who have engaged in drug-related criminal activity or violent criminal activity;
5. Persons who have committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
6. Persons who currently owe rent or other amounts to EHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Housing

Act; or

7. Persons who have engaged in or threatened abusive or violent behavior toward residents, the public or EHA personnel.

(Refer to Chapter 13, Recertification's, for further information on adding people to a subsidized family.)

Family Member Moves Out

Families are required to notify EHA if any family member leaves the assisted household. When the family notifies EHA, they must furnish the following information:

1. The date the family member moved out;
2. Verification of the family member's new address (e.g., a copy of a new lease or utility bill), or, if this documentation is not available, a statement from the head of household as to why it cannot be obtained; and
3. A statement as to whether the family member is temporarily or permanently absent

Limitation on Profit-Making Activity in Unit

Any business activity that results in the family's inability to use any of the living areas in the unit, such as a bedroom utilized for a business which is not available for sleeping, is prohibited.

Any use of the unit for a business that is not incidental to its use as a dwelling unit is prohibited.

Any illegal business or business not permitted by zoning is prohibited.

Interest in Unit

The owner may not reside in an assisted unit whether he or she is a member of the assisted family or not.

Missed Appointments and Deadlines [24 CFR 982.551, 982.552 (c)]

It is a family obligation to supply information, documentation, and certification as needed for EHA to fulfill its responsibilities. EHA schedules appointments and sets deadlines in order to obtain the required information. The family obligations also require that the family allow EHA to inspect the unit, and appointments are made for this purpose.

A participant who fails to keep an appointment, or to supply information required by a deadline without notifying EHA, may be sent a Notice of Termination of Assistance for failure to provide required information, or for failure to allow EHA to inspect the unit. The Notice will include information about requesting a hearing.

Requirement to Provide Information and Keep Appointments

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements (deadlines) will be imposed for the following events and circumstances:

1. Deadline for scheduling eligibility interview;
2. Appearance at eligibility interview for admissions;
3. Completion of verification procedures;
4. Attendance at voucher issuance and briefings;
5. Attendance at Housing Quality Standards (HQS) inspections;
6. Completion of recertification's; and
7. Requests for appeals.

Generally, acceptable reasons for missing appointments or failing to provide information by deadlines are:

1. Medical emergency;
2. Family emergency; or
3. Other good cause, as determined by EHA.

Procedure When Appointments are Missed or Information Not Provide

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

The notice may be rescinded if the family offers to cure and the family does not have a history of non-compliance.

C. Terminations of Assistance for Criminal History [24 CRF 982.553(a)]

EHA shall terminate assistance for participants with the following history:

1. Eviction in last 3 years from federally assisted housing for illegal drug activity: EHA shall terminate assistance for participants who have been evicted from public or other federally assisted housing due to drug-related activity within the last three years. [24 982.553(a)]
    a. Definition of drug-related criminal activity: Drug-related criminal activity means 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.
    b. Evidence of rehabilitation or permanent absence of criminal from household: EHA may, however, admit the household if it determines that:
        i. The evicted household member who engaged in drug-related

criminal activity has successfully completed a supervised drug rehabilitation program approved by EHA; or

ii. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).

a) Evidence of rehabilitation: EHA's standards for evidence of rehabilitation under this section may take into consideration documented evidence of rehabilitation for drug-related offenses if the applicant can provide all of the following:

i. Evidence of completion of a recognized drug treatment program;

ii. Commitment of appropriate services by a recognized service provider; and

iii. No re-offense in the two-year period preceding the issuance interview.

2. Current use/activity of illegal drugs: EHA shall terminate assistance to households if it determines that a household member is currently engaged in illegal drug use.
3. Methamphetamine production in federally assisted housing: EHA shall terminate assistance to a household if any household member has been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.
4. Sex-offenders: EHA shall terminate assistance to a household if any household member is subject to a lifetime registration requirement under a State sex offender registration program.
5. Pattern of abuse of alcohol: EHA shall terminate assistance to a household if it has cause to believe 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.
6. 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; or safety of the owner, property management staff, or person that is performing a contract administration function or responsibility on behalf of EHA (including an employee, contractor, subcontractor or agent of EHA).

<u>Definitions</u>

"Covered person," for purposes of 24 CFR 982 and this chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

“Guest,” for purposes of this chapter and 24 CFR 5, subpart A and 24 CFR 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of 24 CFR 982 applies to a guest as so defined.

“Household,” for the purposes of 24 CFR 982 and this chapter, means the family and PHA approved live-in aide.

“Other person under the tenant’s control,” for the purposes of the definition of “covered person” and for 24 CFR 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for lawful commercial purposes is not under the tenant’s control.

“Violent criminal activity” means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Criminal/Credit Checks

EHA may at any time obtain a criminal history and/or credit check for any member of a participant household for the purpose of determining whether a family meets EHA’s standards for continued participation in the program outlined in this chapter.

Standards for Violations

EHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident in a three-month period.

Engaged in or engaging in “violent criminal activity” means any act by an applicant, a participant, a household member, a guest, or other covered person, in the preceding five years, which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, regardless of whether the activity results in the arrest or conviction of the applicant, participant, or household member.

The existence of the above-referenced behavior by any household member, guest or covered person, may be grounds for denial or termination of assistance, regardless of the participant’s knowledge of the behavior.

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

Standards for Terminating Assistance for Illegal Use or Possession for Personal Use of Illegal Drugs

Assistance to a family may be terminated if any member of the family uses or possesses illegal drugs, provided that the use or possession occurred no more than one year prior to the date that the family is notified that assistance will be terminated.

Assistance may not be terminated if the family member can demonstrate that he or she:

1. Has an addiction to a controlled substance, has a record of such an impairment, or
2. Is regarded as having such an impairment; and
3. Is recovering, or has recovered, from such an addiction, and does not currently use or possess controlled substances.

A family member who has engaged in the illegal use of drugs may be required to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

D. Termination for Failure to Submit Consent Forms

EHA shall terminate the assistance for a family if any member of the family fails to sign and submit consent forms for obtaining information required by EHA, including HUD Form 9886. This denial is required pursuant to 24 CFR 982.552(b).

E. Termination for Non-Eligible Immigration Status [24 CFR 5.514, 5.516, 5.518]

EHA must terminate assistance when required to do so under the regulations establishing citizenship or eligible immigration status.

Applicant and participant families, in which all members are neither U.S. citizens nor eligible immigrants, are not eligible for assistance. The assistance of any such participant families shall be terminated. EHA shall, on request, provide such applicants or families a hearing.

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

EHA will verify eligible status, then continue, deny, terminate, or prorate assistance as appropriate.

EHA will deny or terminate assistance based upon the submission of false information or upon misrepresentation.

Procedure for Denial or 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 EHA either after the INS appeal or in lieu of the INS appeal.

After EHA 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).

F. Zero ($0) Assistance Tenancies: No HAP for 180 days

EHA is required to terminate assistance for participants, if the family is living in a unit under contract and 180 days (or 12 months, depending on the HAP Contract used) have elapsed since EHA's last Housing Assistance Payment was made. (See Chapter 15, Contract Terminations.)

For HAP Contracts executed on or after October 2, 1995 [24 CFR 982.455]: The family may remain in the unit at $0 assistance for up to 180 days after the last HAP. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180-day period, an owner's rent increase or a decrease in the family's Total Tenant Payment causes the family to be eligible for a Housing Assistance Payment, EHA 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 will have to be high enough to necessitate a Housing Assistance Payment. No HAP Contract will be executed if the rent does not necessitate a HAP. (i.e. If a New Lease Agreement has been signed and EHA's HAP amounts to $O for the desired unit, Client will be withdrawn from the Housing Choice Voucher Program.

G. Procedures for Termination of Assistance [24 CFR, 982.555]

Housing Authority Discretion [24 CFR 982.552(c) (2)]

In deciding whether to deny or terminate assistance because of action or failure to act by a member of the family, EHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. EHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. EHA may also review the family's more recent history and record of compliance and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

EHA 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 to act, will not reside in the unit. EHA may permit the other members of a family to continue in the program.

Notice

In any case where EHA decides to terminate assistance to the family, EHA 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 a hearing to be held before assistance is terminated; and
4. The date by which a request for a hearing must be received by EHA.

EHA 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.

Required Evidence

If the family requests a hearing, EHA shall be required to establish, by a preponderance of the evidence, that a termination for criminal activity is justified. EHA may terminate assistance whether the household member has been arrested or convicted for such activity or not.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence.

Other credible evidence includes documentation of drug raids or arrest warrants.

Confidentiality of Criminal Records

If EHA proposes to terminate assistance for criminal activity as shown by a criminal record, EHA will, upon request, provide an opportunity for the subject to review a copy of the public record background check. EHA will not provide a copy of the criminal record to the Subject or HOH disputing the background check.

As a condition of EHA's agreement with the Evansville Police Department, EHA may not make or furnish copies of confidential police reports. EHA may show the participant EHA's copy of the police report. Parties to the police report may obtain their own copies of the police report at their own expense at the local police department.

EHA will maintain the confidentiality of any criminal record received and take reasonable precautions to ensure that such records are not misused or improperly disseminated. Such records shall be destroyed when the purpose for which they were requested has been accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance and to upper level management.

Misuse of the above information by any employee will be grounds for termination of employment.

Behavior Resulting From a Disability

If termination is based upon behavior resulting from a disability and EHA receives a request for a reasonable accommodation, EHA will delay a decision on the denial or termination pending a decision on the request for reasonable accommodation.

H. Option Not To Terminate for Misrepresentation [24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused EHA to overpay assistance, EHA may terminate assistance or offer to continue assistance provided that the family executes a repayment agreement and makes payments in accordance with the agreement and/or reimburses EHA in full.

I. Misrepresentation in Collusion with Owner [24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, EHA will deny or terminate assistance.
In making this determination, EHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

Chapter 17

DISAPPROVAL OF OWNERS, LIMITATIONS ON PARTICIPATION AND CHANGES IN OWNERSHIP

[24 CFR 982.54, 982.306, 982.453]

The policies in this Chapter describe the criteria for disapproving an owner's participation in the Program.

A. <u>Disapproval of Owner</u> [24 CFR 982.306, 982.54(d) (8)]

An owner will not be approved if EHA is informed by HUD that:

1. The owner has been disbarred or suspended, or is subject to a limited denial of participation under 24 CFR 24;
2. 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; or
3. A court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

An owner may be disapproved for any of the following reasons:

1. The owner has violated obligations under a Housing Assistance Payment Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f), a lease with a tenant assisted by the program, or the HUD Tenancy Addendum;
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity;
4. The owner has a history or practice of non-compliance with Housing Quality Standards for units leased under any federal housing program;
5. The owner has a history or practice of renting units that fail to meet state or local housing codes;
6. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    a) Threatens the right to peaceful enjoyment of the premises by other residents;
    b) Threatens the health or safety of other residents, employees of EHA, or of owner employees or other persons engaged in management of the housing;
    c) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
    d) Is drug-related criminal activity or violent criminal activity.

7. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD or with financing from other local or state governmental agencies;
8. The owner has engaged in actual physical abuse or has threatened abusive or violent behavior toward a resident, a member of the public, or EHA personnel. Note:
    a) "Abusive or violent behavior" 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 disapproval of an owner; and
    b) "Threatening" refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.
9. The owner has not paid state or local real estate taxes, fines or assessments.
10. Methamphetamine production: EHA shall terminate assistance to a household if any owner/co owner has been convicted of the manufacture or production of methamphetamine.
11. Sex-offenders: EHA shall terminate assistance to a household if any owner/co-owner is subject to a lifetime registration requirement under a State sex offender registration program.

Renting from relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any participant. EHA may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

Owners may not live in the same unit with assisted family members in a lease-shared housing arrangement unless specifically approved by HUD.

In cases where the owner and tenant bear the same last name, EHA may, at its discretion, require the participant and/or owner to state whether they are related to each other, and if so in what manner. Owner will be required to provide other requested documentation of identity (i.e. birth certificate).

For purposes of this policy, "owner" includes a principal or other interested party.

MISREPRESENTATION BY THE OWNER OR MANAGEMENT COMPANY

If the owner/management company is found to have made willful misrepresentations at any time, which resulted in the owner/management company to be classified as eligible, when, in fact, they were ineligible, owners/management company will be declared ineligible and the owner/management company will be terminated because of the act of fraud and/or willful misrepresentation by the owner/management company. If such misrepresentation resulted in the owner/management company receiving ineligible HAP payments, the owner/management company shall be required to pay the amounts

disbursed. These amounts shall NOT be placed on the existing or future tenants. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the owner/management company to the proper authorities for possible criminal prosecution.

B. Limitations on Owner's Participation and Termination [24 CFR 982.453]

If an owner is guilty of frequent or serious Housing Assistance Payment (HAP) Contract violations, including repeated failure to enforce lease agreements with assisted families, or has committed fraud, bribery or any other corrupt or criminal act, or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

C. Change in Ownership

A change in ownership requires execution of a new HAP Contract. EHA and the new owner may, however, complete EHA's HAP Contract Addendum which will affirm the new owner's agreement with the HAP Contract(s) already in effect for the affected families, and the new owner's willingness to be bound by the terms of the existing HAP Contract.

EHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security Number of the new owner.

Owners are responsible for notifying EHA in writing of any change(s) in their Landlord Accounts. All required documentation must be submitted before any account can be established or changed.

Chapter 18

OWNER OR FAMILY DEBTS TO EHA/PAYMENT AGREEMENTS

[24 CFR 982.453 (b), 982.552] [24 CFR 792.103, 982.552 (c) (v-vii)]

This chapter describes EHA's policies for the recovery of funds which have been overpaid. The Executive Director must approve any exceptions to these guidelines.

File Documentation

Before a debt is assessed against a participant or owner, EHA's claim that a debt is owed must be properly documented, which shall include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, shall be made available to the owner or the participant who owes the debt.

Methods of Debt Collection

Every effort shall be made to collect all debts owed, which includes, but is not limited to:

1. Demands for lump sum payments;
2. Execution of a payment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and
6. Securing judgments.

A. Payment Agreement for Participants [24 CFR 982.552 (c) (v-vii)]

A payment agreement is a written agreement entered into between EHA and a person who is indebted to EHA. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of payment, any special provisions, and the remedies available to EHA in the event of a default by the debtor.

EHA May Decline to Enter Into a Payment Agreement

EHA, in its sole discretion, may enter into payment agreements with owners or participants. EHA will generally not re-enter into payment agreements when:

1. There is an existing payment agreement between EHA and the participant;
2. EHA determines that the participant has committed or has attempted to commit program fraud; or
3. EHA determines that the amount owed is more than the participant can repay in a reasonable period of time.

Terms and Conditions of Payment Agreements

EHA shall prescribe the terms and conditions of any payment agreement.

Term

The payment agreement term shall generally be for 12 months or less, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed. The Leased Housing Director may approve terms of up to 24 months when necessary.

Monthly Payments

The minimum monthly payment shall be the total amount due divided by the number of months in the term of the payment agreement (1/12th of the total amount owing for a 12 month payment plan, 1/18th for an 18 month payment plan, etc.).

The Leased Housing Director may approve a decrease in the monthly payment for participants who experience a hardship, provided that the participant is current on their repayment, requests a decrease in a reasonable time and provides verification of the hardship. The change in monthly payment shall be made an attachment to the payment agreement and shall be signed by the Leased Housing Director and the participant(s). The term of the payment agreement shall be lengthened accordingly, up to a maximum of 24 months.

Execution

Payment agreements shall be executed by the head of household and the co-head or spouse, as applicable.

The payment agreement shall be executed for EHA by the Housing Specialist or designee.

Cashier Check or Money Order Only

Payments shall be made by money order or cashier's check.

Late Payments/Default/Termination of Assistance

Payments shall be delinquent if not received by EHA within (10) ten business days of the due date. Failure to make any payment before it is delinquent shall constitute a default under the payment agreement.

When a payment is delinquent the participant's assistance may be terminated and EHA may pursue any available remedy, including filing a civil action, to collect the balance owing.

Referrals

When fraud is involved, EHA may refer a participant's or owner's case to the HUD Inspector General, the U.S. Attorney, the County Prosecutor, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

Requests to Move

No move will be approved unless the debt is paid in full or the repayment agreement is current, unless the move is the result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP Contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation approved by EHA; or

EHA may require that a payment agreement be current before issuing a voucher to move in all cases.

B. Owner Debts to EHA [24 CFR 982.453(b)]

If an owner has received Housing Assistance Payments or claim payments to which the owner is not entitled, EHA may recover such amounts from future Housing Assistance Payments or claim payments owed the owner.

If future housing assistance or claim payments are insufficient to recover the amounts owed in a reasonable time, EHA may:

1. Demand that the owner pay the amount in full within 30 days;
2. Enter into a payment agreement with the owner for the amount owed;
3. Refer the debt to a collection agency;
4. File a lawsuit to recover the debt; or
5. Prohibit the owner's future participation in the program.

D. Debts Owed By Applicants to any Housing Authority

If it is determined during the verification process, prior to, or after the process has began, that any member of the applicant's family owes any Housing Authority money, then the applicant will be given 60 days to repay the debt in full. At its discretion, the Evansville Housing Authority may continue verification of the family's eligibility, but will not allow

the applicant to attend a briefing until the debt has been repaid in full. If the applicant fails to repay the debt in full before the 60-day limit expires, then the applicant's HCV assistance will be denied.

E. Landlord collection of rent payments:

In the event that the landlord has failed to collect the tenants' rent portion in excess of the last 60 days prior to receiving the 30 Day Notice Intent to Move Form, EHA will not prevent the client from moving and utilizing the housing choice voucher. EHA will only require proof that the tenant has paid his/ her rent portion from the last 60 days when requesting a move. The landlord failure to collect the tenant's rent portion over the current term of the lease may be deemed as neglect.

Chapter 19

COMPLAINTS AND APPEALS

This Chapter describes the policies, procedures and standards to be applied when applicants, owners or participants disagree with an EHA decision.

A. Complaints

Processing Complaints

All complaints, other than HQS violation complaints, must be in writing. HQS complaints may be reported orally (by telephone or in person) or in writing.
EHA will respond to all properly documented complaints within 10 business days.

Complaints By or Concerning Participants

Complaints by or concerning program participants shall be referred to the Housing Specialist. Any complaint not resolved by the Housing Specialist shall be referred to the Leased Housing Director, and if still unresolved to the Executive Director.

Complaints By or Concerning Applicants

Complaints by or concerning applicants shall be referred to the Admissions Officer. Any complaint not resolved by the Admissions Officer shall be referred to the Leased housing Director and then to the Executive Director.

B. Informal Reviews for Denials of Admission to Program [24 CFR 982.54(d) (12), 982.554]

An informal review is a review of an applicant's file and circumstances by an EHA staff person who has not had any previous material involvement with the applicant, to determine whether EHA's policies and procedures have been applied correctly in denying the application.

When Informal Reviews are Required:

An applicant whose application is denied shall be provided an opportunity for an informal review of EHA's decision.

Exception: An applicant whose application is denied for reasons of citizenship or eligible immigrant status shall be provided an "informal hearing" (see procedures below).

When Informal Reviews are not Required:

Informal reviews are not required for the following:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications

in general;

2. General policy issues or class grievances such as local preferences and income eligibility;
3. The determination of the family unit size under EHA subsidy standards;
4. The determination of EHA's schedule of utility allowances for families on the program.
5. A refusal to extend or suspend a voucher;
6. A determination not to approve tenancy for a specific unit;
7. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
8. A determination that a unit is not in accordance with HQS due to family size or composition.

Notice of Denial/Procedure for Requesting Informal Review

When EHA determines that an applicant is ineligible, the applicant must be notified of the decision in writing.

The notice must state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, EHA will, on request, provide both the applicant and the person who is the subject of the record a copy of the criminal record upon which the denial decision is based.

Procedure for Informal Review

A request for an informal review must be submitted in writing to the Leased Housing Department by 4:00 p.m., no later than 10 business days from the date of EHA's denial notice. An informal review will be scheduled within 10 business days from the date the hearing request is received.

The review may be conducted by a supervisory level staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both EHA and the applicant may present evidence and witnesses. The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

The applicant may be present at the review to provide information, but the applicant's presence is not required. The review may be conducted as a conference call at the discretion of EHA.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision shall be retained in the applicant's file.

C Informal Hearing Procedures for Participants [24 CFR 982.555(a-f), 982.54(d) (13)]

When Hearings for Participants are Required:

An opportunity for an informal hearing shall be provided to all participants for any of the following decisions, to determine whether the decision as it relates to the individual circumstances of the participant is in accordance with the law, HUD regulations and SHA policies:

1. The determination of the participant's annual or adjusted income and the computation of the Housing Assistance Payment;
2. The determination of the appropriate utility allowance (if any) for tenant-paid utilities, from the EHA utility allowance schedule;
3. The determination of family unit size under EHA's subsidy standards;
4. A decision to terminate a participant's Family Self-Sufficiency (FSS) contract, withhold supportive services, or propose forfeiture of the participant's escrow account;
5. The 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 EHA's subsidy standards, or a decision to deny the family's request for an exception from the standards;
6. A decision to terminate assistance for a participant family because of the family's failure to satisfy its family obligations; and
7. A decision to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under EHA policy and HUD rules.

An opportunity for an informal hearing must always be provided before terminating assistance.

When Hearings for Participants are not Required:

Informal hearings are not required for the following determinations:

1. Discretionary administrative determinations;
2. General policy issues or class grievances;
3. Establishment of the schedule of utility allowances for families in the program;
4. A decision not to approve an extension or suspension of a voucher term;
5. A decision not to approve a unit or lease;
6. A determination that an assisted unit is not in compliance with HQS;
7. A determination that the unit is not in accordance with HQS because of the family size;
8. A determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

Notice to Participants of EHA Decisions

Participants shall be notified in writing of decisions regarding the amount of their assistance or their eligibility for continued participation in the program. Participants will be given prompt notice of such decisions, which shall include:

1. The proposed action or decision;
2. The date the proposed action or decision will take place;
3. The participant's right to an explanation of the basis for the decision;
4. The procedures for requesting a hearing if the participant disputes the action or decision;
5. The deadline for requesting the hearing; and
6. The name of the person to whom the hearing request should be addressed.

When continued participation in the program is denied because of criminal activity described in a criminal record, EHA will, on request, provide the participant and the person who is the subject of the record an opportunity to review the contents of the criminal record upon which the denial decision is based. EHA will not provide a copy of the record to the subject of the record.

A copy of EHA's hearing procedures shall be provided if requested by the family.

Notification of Hearing

When a request for an informal hearing is received, a hearing shall be scheduled within 30 days from the date the request is received by EHA. The hearing notification shall state:

1. The date and time of the hearing;
2. The place where the hearing will be held;
3. That the participant has a right to present evidence and witnesses, bring translators, and be represented by legal or other representatives at the participant's expense;

4. That the participant has the right to view any available documents or evidence upon which EHA based the proposed action and, at the family's expense, obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than three business days before the hearing date. If the family requests copies of documents relevant to the hearing, EHA will make the copies for the family and assess a charge of 25 cents per copy. In no case will the family be allowed to remove the file from EHA's office; and
5. That EHA shall have the opportunity to examine, at its offices, before the hearing, any of the participant's documents that are relevant to the hearing, and must be allowed to copy any such document at its expense. Any documents not made available at least three business days before the hearing date may not be used in the hearing.

Hearing Procedures

Participant Rights

Participants have the right to:

1. Present written or oral objections to EHA's determination;
2. Examine the documents that are the basis for EHA's action, and all documents submitted to the Hearing Officer;
3. Present any information or witnesses on any pertinent issues;
4. Request that EHA staff be available or present at the hearing to answer questions pertinent to the case; and
5. Be represented, at their own expense, by legal counsel or other designated advocate or representative.

EHA Rights

In addition to other rights contained in this Chapter, EHA has a right to:

1. Present evidence and information on any pertinent issue;
2. Three days' advance notice of the participant's intent to be represented by legal counsel or other advocate or representative;
3. Examine and copy any documents presented at the hearing;
4. Be represented by counsel; and
5. Have staff persons and other witnesses familiar with the case present.

Conduct of the Hearing

The informal hearing shall be conducted by a Hearing Officer appointed by EHA who is neither the person who made or approved the decision, nor a subordinate of that person. Only the issues subject to appeal and those by the participant in their notice of appeal shall be addressed at the hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence in judicial proceedings.

No documents may be presented at the hearings which the subject has not had the opportunity to review if requested before the hearing. “Documents” include all written records.

If the participant desires an audio recording of the hearing, the recording must be requested at least one business day prior to the hearing date.

The Hearing Officer may ask the family for additional information and/or may adjourn the hearing as needed.

Examples:

If a Client’s assistance is being terminated for an unauthorized occupant in household, the Hearing Officer can request proof that residency was established 30 days prior to the Termination Notice being issued.

If an Applicant is asked to provide supporting documentation that a Spouse will not be listed in his/ her household, the Hearing Officer can request additional verification not listed in Chapter 8, if more information is needed.

If the family fails to appear at the hearing, or fails to meet a deadline imposed by the Hearing Officer, the decision of EHA shall become final and take effect immediately. No new hearing will be granted unless the applicant is able to demonstrate to EHA, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

Standard of Review

The Hearing Officer will determine whether EHA’s action or decision is consistent with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

Decision

The Hearing Officer will issue a written decision within 10 business days after the date the hearing is closed.

The decision shall include:

1. A clear statement of the Hearing Officer’s findings, conclusion and decision;
2. A clear summary of the decision and explanation of the reasons;
3. If the decision involves money owed, a clear statement of the amount owed, and documentation of the calculation of the amount owed; and
4. The date the decision is effective.

Decisions Not Binding on EHA

EHA shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state or local laws;
4. Exceeds the authority of the Hearing Officer; or
5. Involves issues not raised in the participant's appeal notice.

If EHA determines that it is not bound by the Hearing Officer's decision it shall, within 10 days of the date of the Hearing Officer's decision, so advise the participant in writing, which shall include the reasons for EHA's determination that it will not be bound by the decision.

Records

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

D. Hearing and Appeal Provisions for "Restrictions on Assistance to Non-Citizens" [24 CFR Part 5, Subpart E]

If there is an INS appeal, assistance to an applicant or participant may not be delayed, denied or terminated on the basis of the applicant's or participant's immigration status prior to receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while an EHA hearing is pending.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 days of the right to appeal to the INS. Such an appeal must be filed within 30 days. The applicant or participant may also request an informal hearing with EHA.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to EHA or EHA may proceed to deny the application or terminate assistance.

The time period for requesting an appeal may be extended for good cause.

Hearing Request

The request for an EHA hearing must be made within 14 calendar days of receipt of the notice of the right to appeal to the INS or request an informal EHA hearing.

Hearing Process

After receipt of a request for an informal hearing, EHA shall schedule and conduct the hearing in accordance with the procedures described in Section "C" above.

Ineligibility Determinations

If the Hearing Officer determines that the applicant or participant is not eligible, and there are no other eligible family members, EHA may:

1. Defer termination if the participant qualifies for deferral; or
2. Terminate the participant if they do not qualify for deferral.

If there are eligible members in the family, EHA will offer to pro-rate assistance or give the family the option to remove the ineligible members.

Other Complaints Related to Citizenship/Immigration Status

If any family member fails to provide documentation or certification as required by the regulations, that member shall be considered ineligible. If all family members fail to provide the required documentation, the family will be denied assistance or terminated for failure to provide the required information.

Participants terminated after a temporary deferral may not request a hearing.

Participants whose assistance is pro-rated (either because some members are ineligible or because of the failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing regarding tenant rent and Total Tenant Payment determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same manner as terminations for any other fraud.

Chapter 20

SPECIAL HOUSING TYPES

[24 CFR 982.601]

EHA will subsidize the following special housing types:

1. Single room occupancy housing;
2. Congregate housing; and
3. Leased shared housing.
4. Cooperative Housing
5. Manufactured Housing
6. Group Home Housing

A. <u>Single Room Occupancy</u> [24 CFR 982.602, 603, 604]

A single person may reside in single room occupancy (SRO) housing unit and receive assistance under the Housing Choice Voucher Program. EHA will use a separate lease and Housing Assistance Payment Contract for each assisted person residing in an SRO unit under the tenant-based Housing Choice Voucher Program. [24 CFR 982.603]

The payment standard for participants residing in an SRO unit who have a tenant-based Housing Choice Voucher is 75 percent of EHA's zero-bedroom (studio) payment standard.

The payment standard for participants residing in an SRO unit who have a tenant-based certificate is 75 percent of the zero-bedroom FMR.

The payment standard for SRO project-based units is described in Chapter 6.

<u>Utility Allowance</u>

The utility allowance for an assisted person residing in an SRO unit is 75 percent of the zero bedroom utility allowance.

<u>Housing Quality Standards</u>

EHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

B. <u>Congregate Housing</u> [24 CFR 982.606, 607]

An elderly person or a person with disabilities may reside in a congregate housing unit and be assisted under the Housing Choice Voucher Program.
EHA shall require a separate lease and HAP Contract for each assisted participant in a congregate care unit.

The payment standard for a family that resides in a congregate housing unit is the zero-bedroom (studio) payment standard on EHA's payment standard schedule.

Exception: If there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one- bedroom payment standard amount.

Housing Quality Standards

EHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

C. **Leased Shared Housing** [24 CFR 982.615, 982.616]

Occupancy
An assisted family may reside in shared housing, along with other persons who are assisted or not assisted.

EHA may approve a live-in aide to reside with a family in order to care for a person with a disability, according to the guidelines for approving a live-in aide described in Chapter 8. An approved live-in aide will be counted in determining family size and the number of bedrooms to be subsidized.

The owner of a shared housing unit may reside in the unit; however, housing assistance may not be paid on behalf of an owner.

EHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate Housing Assistance Payment Contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract
The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The term “pro-rata portion” means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the family’s pro-rata portion would be 3/5th of the rent for the unit.

The reasonable rent must be in accordance with the guidelines established in Chapter 12, Owner Rents, Rent Reasonableness, and Payment Standards.

Maximum Subsidy
For a family that resides in a shared housing unit, the payment standard is the lowest of:

1. The payment standard amount according to EHA’s payment standard schedule for the family unit size;

2. The pro-rata portion of the payment standard amount on EHA payment standard for the shared housing unit size; or
3. The gross rent of the unit.

Utility Allowance
The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Security Deposit
See reference Chapter 7 Total Tenant and Family Share.

Housing Quality Standards
EHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

D. COOPERATIVE HOUSING [24 CFR 982.619]

The EHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The EHA will not approve assistance for a family in cooperative housing until the EHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance to this Administrative Plan. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative's debt service,
operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in this Administrative Plan.

The EHA may approve a live-in aide to reside with the family to care for a person with disabilities. The EHA 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. If the EHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

Housing Quality Standards

The EHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in this Administrative Plan and regulated by 24 CFR 982.401.

E. MANUFACTURED HOMES [24 CFR 982.620]

The EHA will permit a family to lease a manufactured home and space with assistance under the program. The EHA will provide assistance for a family that owns the manufactured home and leases only the space.

The EHA may approve a live-in aide to reside with a family to care for a person with disabilities.

The EHA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the EHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

Housing Quality Standards [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in this Administrative Plan and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

- A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

- A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.
Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the EHA.

The EHA will not approve a lease for a manufactured home space until the EHA has determined that the initial rent to owner for the space is a reasonable rent. At least

annually during the assisted tenancy, the EHA will re-determine that the rent is reasonable.

The EHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The EHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the EHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the EHA, the owner must provide the EHA information on rents for other manufactured home space.

HAP for Manufactured Home Space [24 CFR 982.623]

The FMR for a manufactured home space is calculated as 75% of the FMR for a 2-bedroom unit.

HAP for the Voucher Tenancy Program

For the Voucher Tenancy Program, there is a separate FMR for a family renting a manufactured home space. The initial rent to owner for leasing a manufactured home space may not exceed the published FMR for a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is generally 40% of the published FMR for a two-bedroom unit.

Subsidy Calculation for the Voucher Program

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

- The payment standard minus the total tenant payment; or

- The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by the EHA:

- Rent to Owner for the manufactured home space;
- Owner maintenance and management charges for the space;
- The utility allowance for tenant paid utilities.

Amortization Cost

The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount will be reduced by 15% to exclude debt service to amortize the cost of furniture, unless the EHA determines that furniture was not included in the purchase price.

Any debt service due to refinancing the manufactured home after purchase of the home is not included in the amortization costs.

The EHA will not approve as part of the monthly amortization payment, set-up charges to be included in the debt service incurred by a family that relocates its home.
The EHA will not include as part of the monthly amortization payment, set-up charges incurred before the family became an assisted family, if monthly payments are still being made to amortize such charges.

Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR 982.624]

The EHA will establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place. Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

The Evansville Housing Authority will approve leases for the following housing types:

A. Single family dwellings
B. Apartments
C. Manufactured housing
D. Manufactured home space rentals
E. House boats

F. GROUP HOMES [24 CFR 982.610, 982.612]

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the EHA, a live-in aide may reside with a person with disabilities.

The EHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The EHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

Group Home Lease and HAP Contract [24 CFR 982.611]

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equal's one assisted person plus any EHA-approved live-in aide.

Group Home Rent and HAP Contract [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the EHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Maximum Subsidy

Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The Payment Standard for a person who resides in a group home is the lower of the Payment Standard for the family unit size; or the pro-rata portion of the Payment Standard for the group home size.

Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing Quality Standards

The EHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

G. Security deposit for Special Housing Types

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant within 45 days of the vacate date. Client is responsible for providing a forwarding address to the Landlord.

Owner may use the security deposit to cover unpaid tenant rent owing at time of move out, damages and/or other costs allowed under State Landlord-Tenant Act.

The EHA will provide a prior Housing Choice Voucher owner with the current address of a family who continues to receive Housing Choice Voucher Assistance, when the owner provided written evidence that (1) the unpaid rent/damages exceed the security deposit collected and (2) the owner has received a court judgment for additional amounts owed for example: un paid water bill.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

CHAPTER 21

FAMILY SELF-SUFFICIENCY PROGRAMS (If Applicable):

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the Section 8 rental program with public and private resources, to enable families eligible to receive assistance under these programs, and to achieve economic independence and self sufficiency.

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

1. Eligible FSS Participants: Description of how current Section 8 participants (Families currently receiving Section 8 assistance are the only families eligible to participate in the FSS program) will be selected to participate in the FSS program; (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS program). The basis selection criterion is listed below:

   A. Fifty (50) percent of the HA's slots will be allocated to Section 8 participants with one or more family members currently enrolled in, or on the waiting list for, one or more FSS related service programs such as Job Opportunities and Basic Skills Training (JOBS) and/or Job Training Partnership Act (JTPA).

   B. The remaining fifty (50) percent of the HA's slots will be filled based on the date and time a family expresses interest in the FSS program. The HA will notify each Section 8 participant of the availability of the FSS program, in writing, and inform the families that eligibility for participation will be based on the date and time the HA is contacted by the family and an interest is expressed in the program.

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

2. Termination of FSS: If the FSS participant under reports income and assets, the Section 8 assistance can be terminated and/or the family can be terminated for the FSS program. In either case the HA will not credit the family's escrow account with any portion of the back rent.

   A. Description of how Section 8 assistance is terminated and/or how FSS supportive services are withheld for violations of FSS obligations. Section 8 assistance is terminated in accordance with Section XI of this document. If a Family fails to meet its FSS obligations as outlined in the FSS contract of

participation the family can be terminated from the FSS program. The family may lose Section 8 assistance if they are terminated from the FSS program. The HA is never required to terminate Section 8 assistance as a consequence of termination of the FSS contract.

B. If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations the family may be denied the opportunity to participant in the FSS program the second time based on the fact that they violated FSS obligation the first time the family participated in the FSS program. A family may also be denied the opportunity to participate in the FSS program if they owe a funds to a HA.

C. If an FSS participant moves from another HA's jurisdiction with continued Section 8 assistance this HA is not obligated to enroll the FSS family in its FSS program. The family must qualify under the HA's guidelines for selection and participation in FSS program.

3. Reduction of Required FSS Program. HA's may reduce their FSS obligation by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after 10/21/1998. Also, minimum FSS program size will not increase when a HA receives incremental Section 8 funding and public housing units on or after 10/21/1998.

CHAPTER 22
HOMEOWNERSHIP OPTION

PURPOSE

The Housing Choice Voucher Homeownership Program of the Evansville Housing Authority (EHA) permits eligible participants in the Housing Choice Voucher program, including participants with portable vouchers, the option of purchasing a home with their Housing Choice Voucher assistance rather than renting. **The homeownership option is limited to five percent (5%) of the total Housing Choice Voucher Program administrated by the EHA in any fiscal year, provided that disable families shall not** be **subject to the 5% limit and must meet the eligibility set forth herein.**

FAMILY ELIGIBILITY REQUIREMENTS

Participation in the Housing Choice Voucher Homeownership Program is voluntary. All Housing Choice Voucher participants must meet the general requirements for admission to the Housing Choice Voucher program as set forth in EHA's Administrative Plan. Each Housing Choice Voucher family also must be "eligible" to participate in the homeownership program. The additional eligibility requirements for participation in EHA's Housing Choice Homeownership program includes that the family must:

A. be a first-time homeowner or have a member who is a person with disabilities;
B. with the exception of elderly and disabled households, meet a minimum income requirement without counting income from "monetary welfare assistance" sources;
C. with the exception of elderly and disabled households, meet the requisite employment criteria;
D. have fully repaid any outstanding debt owed to the EHA or any other Housing Authority;
E. not defaulted on a mortgage securing debt to purchase a home under the homeownership option; and

A. First-Time Homeowner.

Each Housing Choice Voucher family, except families with a disabled member, must be a first-time homeowner. A "first-time homeowner" means that no member of the household has had an ownership interest in any residence during the three (3) years preceding commencement of homeownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a "first- time homeowner" for the purpose of the Housing Choice homeownership

option; and the rights to purchase title to a residence under a lease-purchase agreement is not considered an "ownership interest." A member of a cooperative (as defined in $982.4) also qualifies as a "first-time homeowner."

B. Minimum Income Requirement.

(1) Amount of Income.

At the time the family begins receiving homeownership assistance, the head of household, spouse, and /or other adult household members who will own the home, must have a gross annual income at least equal to the Federal minimum hourly wage multiplied by 2000 hours (currently 10,300 per year).

(2) Exclusions of Welfare Assistance Income.

With the exception of elderly and disabled families, EHA will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance included assist and from Temporary assistance for Needy Families ("TANF"); Supplemental Security Income (SSI") that is subject to an income eligibility test; food stamps; general assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income

C. Employment History

With the exception of elderly and disabled households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance is employed full-time (an average of 30 hour per week) and has been so continuously employed for one year prior to executing of the sales agreement. In order to reasonably accommodate a family's participation in the program, EHA will exempt families that include a person with disabilities from this requirement. EHA's Executive Director may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director may also consider successive employment during the one (1) year and self-employment in a business.

D. Completion of Initial Lease Term. Terms of Participation

Applicants and current participants in the Housing Choice Voucher program may be ineligible for participation in the Housing Choice Voucher Homeownership program if completion of an initial lease term has not yet been completed and/or the current landlord is unwilling to sign a recession form. Nothing in this provision will preclude Housing Choice Voucher participants that have completed an initial lease term in another jurisdiction from participating in the Housing Choice Voucher Homeownership program. However, if the current landlord is unwilling to sign a recession form the participant may have to complete the first lease term in order to enter homeownership.

E. Repayment of any Housing Authority Debts.

Participants in the Section 8 Housing Choice Voucher program shall be ineligible for participation in the Section 8 homeownership program in the event any debt or portion of a debt remains owed to EHA or any other Housing Authority. Nothing in this provision will preclude Housing Choice Voucher participants that have fully repaid such debt(s) from participating in the Housing Choice Voucher Homeownership program.

F. Additional Eligibility Factors

(1) Elderly and disabled Households

Elderly and Disabled families are exempt from the employment requirement set forth in Section 2.C above. In the case of an elderly or disabled family, EHA will consider income from all sources, including welfare assistance in evaluating whether the household meets the minimum income required to purchase a home through the a Housing Choice Voucher Homeownership program.

(2) Participation in the Family Self-Sufficiency Program (FSS)

Applicants for the Homeownership program are given the option to participate in EHA's Family Self-Sufficiency program Participants in an Individual Development Account ("IDA") program administered by any agent other than EHA also will receive a preference for homeownership assistance in the event applicant for homeownership assistance exceed the 5% limitation.

(3) Prior Mortgage Default

If a head of household, spouse or other adult household members who will execute the contract of sale, mortgage and loan documents has

previously defaulted on a mortgage obtained though the Housing Choice Voucher Homeownership program, the family will be ineligible to participate in the homeownership program.

FAMILY PARTICIPATION REQUIREMENTS (24 CFR 982.627)

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements:

A. The family has been placed on the Section 8 Housing Choice Voucher waiting list issued a voucher, and desires to participate in the homeownership program.

B. At the commencement of homeownership assistance the family must be one of the following:

1. A first time homeowner;
2. A cooperative member;
3. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.

C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the Evansville Housing Authority, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum wage multiplied by 2,000 hours (currently $10,300 per year) or the HUD specified income.

Except in the case of an elderly family or a disabled family, the Evansville Housing Authority shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

1. The determination of income eligibility for admission to the voucher program;

2. Calculation of the amount of the family's total tenant payment (gross family contribution); or

3. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

D. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

1. Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week);

2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 2,000 hours; or

2. Any employment interruptions either were not the fault of the family member or were for less than 30 days and caused by an effort to improve the family's situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family other than an elderly family or a disabled family, includes a person with disabilities, an exemption from employment requirement shall be granted if the Evansville Housing Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

E. The Evansville Housing Authority shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

F. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

G. The Evansville Housing Authority will also impose the following additional initial requirements:

1. There can be no family caused violations of HUD's housing quality standards in the last 12 months if applicable;

2. The family must not owe any money to the Evansville Housing Authority or any other Housing Authority; and

3. The family has no serious or repeated violations of the lease.

H. A percentage of the Housing Choice Vouchers can be utilized for the Homeownership program.

I. The family is qualified to participate as set forth in this policy.

J. The unit to be purchased is eligible as set forth in this policy.

K. The family has satisfactorily completed the required pre-assistance homeownership counseling.

ELIGIBLE UNITS (24 CFR 982.628)

A. Any unit that is eligible under the Section 8 rental assistance program is eligible for this program except the restrictions against purchasing a unit owned by the Housing Authority or precluding a unit occupied by its owner or by a person with any interest in the dwelling unit is not applicable.

The types of eligible units are:

1. Single family dwellings;
2. Condominiums;
3. Cooperatives; and
4. Manufactured Housing and their pads.

The types of units which are not eligible are:

1. Public or Indian Housing;
2. Unit receiving Section 8 project based assistance;
3. Nursing home or facility offering continuing care; and
4. College or school dormitory

B. The unit must be either existing or under construction at the time the Evansville Housing Authority determines that the family is eligible for homeownership assistance.

C. The unit must be either a one unit property or a single dwelling unit is a cooperative or condominium.

D. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector designated and paid for by the family.

E. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.

OCCUPANCY STANDARDS

The EHA will use the same occupancy standards set forth in our rental program for our Homeownership program. If upon conversion from the rental voucher to the homeownership voucher the family size decreases, the Head of the Household will maintain their initial family size and for purposes of payment calculations.

SEARCHING FOR A NEW HOME (24 CFR 982.629)

A. The Evansville Housing Authority has established the maximum time that will be allowed for a family to locate and purchase a home.

B. The family will continue to receive rental assistance until a home is found.

C. The family has up to six months to locate a home to purchase. The six month period will begin on the first day of the families' eligibility for homeownership.

D. The family must obtain financing within three months of locating a home. The time frame for financing and closing may vary with market conditions.

E. If the family is unable to locate a suitable home, it can request that the voucher be converted to rental status. This must occur before the voucher expires. Approval of this request will be at the discretion of the Evansville Housing Authority.

F. Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

HOMEOWNERSHIP COUNSELING (24 CFR 982.630)

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program. The counseling will be conducted by a HUD-approved counseling agency or through the Evansville Housing Authority's FSS Program. If this is not available, the housing authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA required pre-assistance counseling program are:

A. Home maintenance (including care of the grounds);

B. Budgeting and money management;

C. Credit counseling;

D. How to negotiate the purchase price of a home;

E. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;

F. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;

G. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;

H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and

I. Information about the Real Estate Settlement Procedures Act (RESPA), state and federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The Evansville Housing Authority will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will be voluntary for all homeownership assistance recipients except those requesting their second, fifth, tenth, fourteenth and fifteenth years of assistance. The reason for this mandatory counseling is to make sure that families are either off to a good start or preparing for the termination of their assistance.

HOME INSPECTIONS (24 CFR 982.631)

The Evansville Housing Authority will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes Housing Quality Standards.

The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions,

including major building systems and components. The Housing Authority may not require the family to use an independent inspector selected by the housing authority. The independent inspector may not be a housing authority employee or contractor, or other person under control of the housing authority. The independent inspector shall be certified by the America Society of Home Inspectors or one whose inspection are accepted by three local lenders. It shall be the responsibility of the inspector to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to the Evansville Housing Authority. The housing authority will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the Evansville Housing Authority's tenant-based rental voucher program), the housing authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

CONTRACT OF SALE

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Evansville Housing Authority a copy of the contract of sale.

The contract of sale must:

A. Specify the price and other terms of sale by the seller to the purchaser.

B. Provide that the purchase will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.

C. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.

D. Provide that the purchaser is not obligated to pay for any necessary repairs.

E. Contain a certification from the seller that the seller has not been debarred, suspended or subject to a limited denial of participation.

FINANCING THE PURCHASE OF THE HOME (24 CFR 982.632)

A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come for the family's personal resources.

B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.

C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.

D. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of the Evansville Housing Authority. The housing authority may verify that there are no unusual or erroneous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.

E. The Evansville Housing Authority will not allow balloon payment mortgages, variable rate mortgages, or seller financed mortgages.

F. All mortgage loans must close within the period of time established by the Evansville Housing Authority at the time the purchaser and seller entered into their sale contract.

REQUIREMENTS FOR CONTINUING ASSISTANCE (24 CFR 982.633)

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, the Evansville Housing Authority may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

The family must agree, in writing, to comply with the following obligations:

A. The family must attend and complete ongoing homeownership and housing counseling.

B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

C. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

2. The composition of the assisted family residing in the unit must be approved by the Evansville Housing Authority. The family must promptly inform the housing authority of the birth, adoption, or court-awarded custody of a child. The family must request housing authority approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).

3. The family must promptly notify the Evansville Housing Authority if any family member no longer resides in the unit.

4. If the Evansville Housing Authority has given approval, a foster child or a live-in aide may reside in the unit.

5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.

6. The family must not sublease or sublet the unit.

7. The family must not assign the lease or transfer the unit.

8. The family must supply any information or certification requested by the housing authority to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on purposes of family absences. The family must cooperate with the housing authority for these purposes. The family must promptly notify the housing authority of their absence from the unit.

D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

E. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.

F. The family shall supply the Evansville Housing Authority with any required information requested by the housing authority. In particular this shall include information relating to the following:

1. Citizenship or related immigration matters;
2. Family income and composition;
3. Social Security numbers;
4. Any mortgage or other debt placed on the property;
5. Any sale or other transfer of any interest in the home; and
6. The family's homeownership expenses

G. The family must notify the housing authority before the family moves out of the home.

H. The family must not sell or transfer the home to anyone other than a member of the assisted family who resides in the home while receiving homeownership assistance.

I. The family must notify the Evansville Housing Authority if the family defaults on a mortgage securing any debt incurred to purchase the home.

J. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.

K. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

L. The family must secure the written permission of the Evansville Housing Authority before it refinances any debt secured by the home or places any additional secured debt on the property.

M. The family must assure the Evansville Housing Authority that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

N. The family must supply all required information to the EHA, including but not limited to annual verification of household income, notice of change in homeownership expenses, notice of move-out, and notice of mortgage default. The Evansville Housing Authorities Homeownership Family Obligation policies are set forth in Appendix A hereto.

MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE (24 CFR 982.634)

A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.

B. The maximum term described in the proceeding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.

C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. 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 homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).

D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE (24 CFR 982.635)

A. While the family is residing in the home, the Evansville Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

   1. The payment standard minus the total tenant payment; or
   2. The family's monthly homeownership expenses minus the total tenant payment.

B. The payment standard for a family is the lower of:

   1. The payment standard for the family unit size; or
   2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, the Evansville Housing Authority will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or

2. The payment standard (as determined in accordance with paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The Evansville Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

2. Real estate taxes and public assessments on the home;

3. Home insurance;

4. The Evansville Housing Authority utility allowance for the home; and

5. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

D. Homeownership expenses for a cooperative member may only include amounts to cover:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

3. Home insurance

4. The PHA utility allowance for the home; and

5. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership options is readily accessible to and usable by such person.

E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

F. The Evansville Housing Authority will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.

G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, the Evansville Housing Authority retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

HOMEOWNERSHIP PORTABILITY (24 CFR 982.636, 982.353(B) 982.552 & 982.553)

A. A family may qualify to move outside the initial Evansville Housing Authority jurisdiction with continued homeownership assistance under the voucher program. Families determined eligible for homeownership

assistance by the Evansville Housing Authority may purchase a unit outside our jurisdiction, if:

1. They meet our normal requirements for portability under the rental program;

2. The receiving housing authority is administering a voucher homeownership program and the family meets the receiving housing authority's eligibility requirements; and

3. The receiving housing authority is accepting new homeownership families.

B. Conversely, if the Evansville Housing Authority has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.

C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g. issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.

D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program. Or if the family is unable to purchase a home within the maximum time established by the housing authority.

E. If the tenant should relocate to another PHA jurisdiction while a currently enrolled in the EHA Housing Choice Voucher Homeownership Program, the tenant must be aware that any monies for down payment assistance will not be transferable.

MOVING WITH CONTINUED TENANT-BASED ASSISTANCE

A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements). The Evansville Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title

or other interest in the prior home. (No more than one (1) move per year may occur in the program.)

B. The Evansville Housing Authority must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:

1. The requirement for pre-assistance counseling is not applicable.
2. The requirement that a family must be a first time homeowner is not applicable.

C. The Evansville Housing Authority may deny permission to move with continued assistance in the following circumstance:

1. The Evansville Housing Authority may deny permission to move with continued rental or homeownership assistance if the housing authority determines that it does not have sufficient funding to provide continued assistance.
2. Should we incert something here regarding reasons for terminating Homeownership assistance???

DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES (24 CFR 982.638)

A. At any time, the Evansville Housing Authority may deny or terminate homeownership assistance in accordance with the same rules at it utilizes for the rental program.

B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.

C. The Evansville Housing Authority may deny or terminate assistance for violation of participant obligations as previously described for the rental program.

D. A family's homeownership assistance may be changed in the month following annual recertification of the household income, but participation in the Housing Choice Voucher Homeownership program shall continue until such time as the assistance payment amounts to $0.00 for a period of six (6) consecutive months.

E. Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, EHA will not continue homeownership assistance commencing with the month after the family moves out. **Neither the family nor the lender is obligated to reimburse**

the EHA for homeownership assistance paid for the month the family moves out.

F. The PHA shall terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The Evansville Housing Authority, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the housing authority will deny such permission, if:

1. **The family defaulted on an FHA insured mortgage; and**
2. **The family fails to demonstrate that:**

   a. **The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and**

   b. **The family has moved from the home within the period established or approved by HUD**

LEASE-TO-PURCHASE

Lease-to-Purchase agreements are considered rental property and subject to the Section 8 tenant-based assistance rules. All regulations of the Homeownership program will become effective at the time that the family exercises the option to use a homeownership voucher.

INFORMAL HEARING

An informal hearing will be provided for participants who are being terminated from the Program because of the family's action or failure to act as provided in 24 CFR 982.552. The rules and procedures set forth in the HCV Administrative Plan, entitled "Complaints and Appeals" in Chapter 19.

DEFAULT

If the family defaults on the home mortgage loan, the participant will not be able to use the Homeownership Voucher for rental housing but, may reapply for the HCV tenant-based waiting list when it is open.

RECAPTURE OF HOMEOWNERSHIP ASSISTANCE (24 CFR 982.640)

EHA will not recapture the Homeownership Voucher payments unless there was an act of fraud or misrepresentation of a material fact in order to obtain a benefit. The HCV Homeownership recapture provision does not apply to any other program funds that may be used in the transaction

Waiver or Modification of Homeownership Policies- the Executive Director of EHA shall have the discretion to waive or modify any provision of the Housing Choice Voucher Homeownership program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives

FREQUENLY ASKED QUESTIONS

REGARDING USAGE OF HOUSING CHOICE VOUCHERS

FOR HOMEOWNERSHIP

What is Housing Choice Voucher Homeownership Program?

The Housing Choice Voucher Homeownership program of the Evansville Housing Authority (EHA) permits eligible participants of the Housing Choice Voucher program, including participants with portable vouchers, the option of purchasing a home with their Housing Choice Voucher rather than renting.

What are the eligibility requirements?

In order to be eligible, the individual or family must:

- have a Housing Choice Voucher issued by the Evansville Housing Authority
- not owe EHA or any other Housing Authority and outstanding debt
- meet family eligibility requirements as follows:

  A. be a first-time homeowner or have a member who is a person with disabilities;
  B. with the exception of elderly and disabled households, meet a minimum income requirement without counting income from ”welfare assistance” sources;
  C. with the exception of elderly and disabled households, meet the requisite employment criteria;
  D. have fully repaid any outstanding debt owed to the EHA or any other Housing Authority;
  E. not defaulted on a mortgage securing debt to purchase a home under the homeownership option; and

F. provide a cash down payment of $750.00 or 5% of assets, whichever is greater

What is the minimum income requirement?

The head of household, spouse or adult family member must have a gross annual income equal to Federal minimum wage, times 2000 hours (currently $10,300 per year)

What is the employment requirement?

The head of household, spouse or adult family member must (with the exception of elderly and/or disabled households) be employed full-time, i.e. at least 1560 hours annually (30 hours per week), and employed continuously for one (1) year prior to execution of sales agreement

Once determined eligible, what are the family participant requirements?

- Complete homeownership counseling program approved by EHA
- Locate a home within the specified time (180days)
- Submit sales agreement for approval by EHA
- Allow EHA to inspect proposed home to assure that dwelling meets Housing Quality Standards
- Obtain independent inspection(s) covering all major building systems
- Obtain HA approval of proposed mortgage
- Enter written agreement with EHA to comply with family obligations under the Housing Choice Voucher Program

How do I know if I'm ready for HOMEOWNERSHIP?

Owning a home is a big responsibility. It is important that you understand the responsibilities before you look at being a homeowner. If you plan to participate in the EHA homeownership Program, it is **mandatory** that you complete and approve homeownership counseling course prior to purchasing a home. You also need to clear any credit problems and begin saving money so that you will be able to make a down payment.

What kind of paperwork must I complete?

When you purchase a home, there is a lot of paperwork which must be completed. Some of the paperwork provided EHA, the lender and real estate professional with the information they need to make sure you are able to financially purchase a home. Some of the paperwork ensures that you are treated professionally and are protected. It is very important that the information you provide is accurate, complete and submitted quickly. Make sure you understand any documents you sign and do not hesitate to ask the lender, real estate professionals, and others any questions which help you clarify the process.

Can my family help me buy the home?

In most cases, your family can help you purchase a home. Assisting with a down payment or other expenses or co-signing/co-borrowing on the loan may be possible. However, it is important to understand the under Housing Choice regulations, a non-occupying co-borrower cannot own interest in the home.

Am I limited as to how much I pay for a home?

The amount you are able to pay for a home depends on your total income and resources. The mortgage lender will consider your total income, your Housing Choice Voucher assistance, and may consider other assistance you are receiving form a family member or agency. The lender will pre-qualify you for a loan based on income and other financial information. It is important to have this pre-qualification letter before you begin shopping for a home.

How long will I continue to receive Housing Choice Voucher assistance if I participate in the Homeownership Program?

Provided that your family complies with Family Obligations, you may receive Housing Choice homeownership assistance for 10 or 15 years, depending on individual financing. Participation ends, however, when the assistance amount is zero dollars ($0.00) for a period of six consecutive months. Elderly and disabled families are not subject to the 10/15 year maximum term of assistance. You must be compliant with the rules and regulations and must remain qualified in income requirements. <u>It's important to understand that you are responsible for the full mortgage payment if your Section 8 payment is terminated for any reason.</u>

Will I still have a Housing Choice recertification each year?

Yes. You will still need to submit all the paperwork for recertification each year and you will have to continue to conform to all the statements in the Statement of Homebuyer Obligations which you sign prior to purchasing a home.

What happens if I do not make the mortgage payments? Will I still be able to participate in the Housing Choice Voucher program?

If a family defaults on mortgage, the EHA may permit the family to move with continued Housing Choice Voucher assistance providing the family has demonstrated that it has timely conveyed title of the home to HUD or its designee in the case of an FHA-insured mortgage. If the lender is not an FHA-insured lender, EHA will evaluate each situation on a case by case basis.

What happens to my home if I die?

This is complicated question because much depends on individual circumstances. Currently, the HUD Homeownership rule states; " Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer or title by operation of law to the decedent's executor of legal representative, so long as the home is solely occupied by remaining members of the family in accordance with Housing Choice voucher regulations."

Can I have a roommate?

No. Under the standard Family Obligations for use and occupancy on the voucher program, no other person except members of the assisted family may reside in the unit except for a foster

Can I sell my home?

Yes, however, all sales must be approved by EHA and depending on the circumstances, you may be subject to other recaptures of assistance payments if you sell or refinance the loan.

Am I responsible for other expenses incurred as a result of purchasing a home?

Yes. You are responsible for all monthly homeownership expenses (i.e. homeownership association dues, property taxes, insurance and all maintenance repairs) that you may have as any non-assisted homeowner.

Can I purchase a manufactured home?

Yes, however the home must meet certain standards and being permanently attached to a foundation is one of them. Lenders will also consider the age and condition of the home.

Can I purchase a new construction home?

Yes, however ground must have been broken on the home (basement or slab constructed) before the date that you put a contract on the home.

Do I have to have good credit?

You can't have bad credit! If you do, the homeownership counselor can instruct you on how to clean up your credit record. However, you may have never established a traditional credit record and that's okay, but the lender needs to know if you pay your bills on time. The lender will review your record of making timely rent, utility and other payments. This is called alternate credit.

APPENDIX A

HCV HOME OWNERSHIP OBLIGATIONS

This form is to be signed by the home buyer(s) in the presence of the Housing Authority of Evansville (EHA) Home Ownership Program Coordinator. The Coordinator will explain any and all clauses which you, the home buyer(s), may not understand.

The following paragraphs describe your responsibilities under the HCV Home Ownership Program. If you or members of your household do not meet these responsibilities, through your actions or your failure to act, you may be terminated from the HCV Home Ownership Program.

1. **Family Obligations:** You must comply with all Family Obligations of the Housing Choice Voucher Program, excepting only the prohibition against owning or having an interest in the unit.

2. **Housing Counseling:** All participating family members (i.e. those signing the purchase offer and loan documents) must satisfactorily complete an EHA provided or approved counseling program prior to commencement of home ownership assistance. EHA may require any or all participating family members to attend additional housing counseling classes as a condition of continued assistance.

3. **Purchase Contract:** You must include contract conditions in any Offer to Purchase that give EHA a reasonable time (a) to inspect the home for compliance with HUD's Housing Quality Standards; (b) to review and approve a professional home inspection report obtained by you from a EHA approved inspector; and (c) approve the terms of your proposed financing. **Advise your Realtor of these requirements.**

4. **Mortgage Obligations:** You must comply with the terms of any mortgage incurred in the purchase of the property and must notify EHA's Home Ownership Program Counselor within five (5) days of receipt of any late payment or default notice.

5. **Occupancy:** You must occupy the unit as your principal residence. You may not transfer, sell, or assign any interest in the property without EHA's prior written consent. You may not rent or lease any part of the premises without EHA's prior written consent. You must notify EHA in writing at least 30 days prior to moving out of the house for a period of 30 days or longer or prior to any sale, transfer, assignment, lease or other form of alienation of the assisted property.

6. **Maintenance:** You must maintain the property in a decent, safe and sanitary manner. You must allow EHA to inspect the property within one-week of a demand by EHA to conduct an inspection. You must correct any notice of deficiency issued by EHA within the time limit specified in the notice. If you fail to adequately maintain the property, EHA may divert the maintenance and replacement reserves portions of the Home Ownership Assistance Payment to an escrow account to be used to pay for reasonable and necessary maintenance expenses.

7. **Annual Re-examination:** You must at least annually provide EHA with current information regarding family income and composition in a format required by EHA.

8. **Refinancing:** You must notify EHA in writing of any proposal to refinance the original purchase mortgage or of any proposal to encumber the property with secondary financing and obtain EHA's written approval of such financing prior to executing any loan documents.

9. **Default:** In the event of a default on your mortgage obligation, you must cooperate with EHA and the lender to minimize any loss to the lender in order to maintain your eligibility to continue as a participant in the Housing Choice Voucher Program.

By signing below, I attest that I have read and understood my obligations as a participant in the HCV Home Ownership Program and I agree to abide by these responsibilities. I understand that EHA may terminate my home ownership assistance if I violate any of these obligations, but that I may request an informal review of any proposed notice of termination prior to it becoming effective.

_____	_____	_____
Participant's Name (Print)	Participant's Signature	Date
_____	_____	_____
Participant's Name (Print)	Participant's Signature	Date

Witnessed by:

_____ _____

Housing Authority Representative Date

Original: File; Copy: Participant

AUTHORIZATION TO RELEASE INFORMATION

I _____, give my permission for the following agencies to exchange any necessary information regarding my involvement in the Housing Choice Voucher Homeownership Program:

Hope of Evansville (H.O.P.E.)

Lender: _____

Inspector: _____

Real Estate Agent: _____

Other: _____

This information may include but is not limited to financial, credit and employment information.

_____ _____

Participant Signature Date

_____ _____

Participant Signature Date

_____ _____

EHA Staff Signature Date

CHAPTER 23
PROGRAM INTEGRITY ADDENDUM
[24 CFR 792.101 to 792.204, 982.54]

CHAPTER OVERVIEW

HUD conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement. The EHA is committed to ensuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

EHA maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or EHA employees fail to adhere to program requirements, EHA must take appropriate action. The action that is appropriate depends on the particular case of circumstances.

The EHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously. This chapter first discusses the important differences between program errors and omissions and fraud and abuse. It also identifies various ways EHA can prevent and detect errors and abuses, discusses corrective action methods and outlines EHA's policies for the prevention, detection and investigation of program abuse, and fraud.

1. DISTINGUISHING BETWEEN ERRORS OR OMISSIONS AND FRAUD AND ABUSE

   This chapter uses the terms "error" and "omission" to identify situations in which a family or owner does not comply with program requirements or staff members incorrectly apply program rules. An error or omission may be intentional or unintentional. Some will affect family payment and subsidy amounts; others will not. It is important that EHA carefully analyze the unique circumstances of the case to determine how to best handle the situation. Errors or omissions that affect the family's payment, subsidy amount or the regular flow of housing assistance payments should be a high priority.

   "Fraud" and "abuse" mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud and abuse result in the payment of housing choice voucher program funds in violation of program requirements. It often occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they are not entitled. Fraud is a legal term that involves taking legal action to pursue a remedy of the situation, such as terminating program assistance.

It is important that EHA staff recognize the differences between unintentional and intentional misreporting. Particularly in cases of intentional misreporting, EHA staff must be able to evaluate the special circumstances and seriousness of the case to determine whether it is a case of fraud. EHA has established policies and procedures for fair and consistent treatment of cases of intentional misreporting, abuse, and fraud. This policy clearly defines circumstances under which a family or owner would be terminated from the program, but also allows the EHA to consider mitigating circumstances before terminating, is best.

2. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the EHA undertake an inquiry or an audit of a participating family arbitrarily. The EHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The EHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the EHA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the EHA's attention, to investigate such claims.

The EHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

- Referrals, Complaints, or Tips. The EHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in noncompliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

- Internal File Review. A follow-up will be made if EHA staff discovers (as a function of a certification or recertification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, the EHA's knowledge of the family, or is discrepant with statements made by the family.

- Verification of Documentation. A follow-up will be made if the EHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies).

3. STEPS THE EHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by 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 applicants to promote understanding of program rules, and to clarify the EHA's expectations for cooperation and compliance.

- Program Orientation Session. Mandatory orientation sessions will be conducted by the EHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to him/her.

- Resident Counseling. The EHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

- Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents during the recertification appointment.

A. Improve Quality of PHA Communications with Families and Owners

"Communications" includes both standard forms used by the EHA to obtain information from families and owners and information provided to families and owners about the program. When a PHA communicates well to owners and families, families and owners are less likely to commit errors, fraud, or abuse because they have a much better understanding of program requirements and the PHA's expectations of them.

1. Obtaining Information from Families

The quality and thoroughness of the process for obtaining eligibility information from families is a critical factor in error prevention. For example:

- Face-to-face eligibility and recertification interviews that are conducted by trained staff in a private setting may increase the ability of the PHA staff person to collect information from the family that is both accurate and comprehensive.
- Well-designed forms also help staff to collect all required information. EHA has designed recertification and admission forms that require very specific and detailed information, including the recording of negative responses from families about income and assets to avoid inadvertently forgetting to ask these key questions. Some forms include questions to ensure that enough information is obtained to be able to annualize the income.
- EHA requires staff to complete the admission and recertification forms while the family is present to reduce the likelihood of tenant error due to misreading, misinterpreting, or simply not understanding the question being asked.

2. Providing Information to Families and Owners

Too often forms and certifications that the family must sign at application, admission, and recertification are hastily read or explained, putting the family members at risk of signing an important document which they do not fully understand. EHA staff should always highlight the key contents of a document before obtaining signatures on the form. Likewise, staff should consider a detailed review of the contents of the HAP contract with the owner, particularly those who are new to the program. Staff should be aware of potential language barriers and attempt to accommodate the family or owner.

Participants are given a sample copy of any documents they have signed. These documents are part of the contractual agreement with the participant and may be used if it becomes necessary to take legal action based on the participant's violation of a program requirement.

Through participant and owner briefings, the admission and recertification processes, annual HQS inspections, and other oral or written communication, the PHA must regularly ensure that it fully informs families and owners about program requirements and EHA's expectations. This means that staff must be fully informed of these requirements and obligations.

EHA is committed to preventing program abuse and *regularly* inform or remind families of requirements and obligations. Opportunities for informing families include: at the time of application, at briefing and issuance, during the housing search and leasing process, at the inspection phase, and during annual or interim recertification. At a minimum, the EHA must discuss the following with the family:

- Legal requirement to fully disclose income, assets, and family composition;
- Prohibition of making illegal side payments to the owner;
- Requirement to report interim changes in family composition; and
- EHA right to terminate assistance due to misrepresentation by the family.

At a minimum, EHA is responsible for explaining to owners their legal responsibility to adhere to the program requirements as contained in the HAP contract. EHA routinely goes over these requirements with the owner at the time of HAP contract execution. However, it is important to regularly send a message to owners regarding the EHA's commitment to prevent and eliminate program abuse. These messages are sent using various mediums. For example, EHA can use landlord fairs, special owner workshops or training, a newsletter or marketing pieces in a landlord newsletter, and special mailings to reinforce the EHA's intent to maintain program integrity and pursue owners that fail to comply with program requirements.

At a minimum, EHA discusses program responsibilities and prohibitions against abusing the program with employees when they are hired. In addition, the EHA should use messages it sends to families and owners regarding the EHA's intent to eliminate abuse to educate and inform employees.

B. Review Family History Prior to Interim or Annual Recertification

Another approach to preventing and detecting family errors and omissions is to carefully review the information reported at the most recent prior examination before meeting with the client for an interim or annual recertification. This procedure helps the staff person conducting the interview to determine whether the differences being reported are due to legitimate changes or intentional or unintentional misreporting.

C. Identify and Monitor "At Risk" Families

Some families, due to a lack of stable income or frequent changes in family composition, may be more at risk of (intentionally or unintentionally) misrepresenting income or family composition. By identifying who these families are and instituting procedures to monitor their cases, the EHA may prevent or more quickly detect and stop program abuse. One possibility is to require that these families be reexamined more frequently than annually. In cases where doubt exists, the EHA may attempt to verify family composition in connection with the annual or a special HQS inspection. By identifying and monitoring "at-risk" or "error-prone" cases, the EHA uses selective action techniques to target administrative resources where they will have the greatest payoff.

D. Conduct Special Marketing to Promote EHA's Intent to Eliminate Program Abuse

EHAs deliver reform messages through various media channels as a means to educate landlords, families, and the larger community on their commitment to preventing and eliminating program abuse. Actions include sending a letter to participating families emphasizing HUD's and the EHA's intent to eliminate program abuse, hanging posters in the EHA waiting room and other public areas, conducting public services announcements, and speaking at public and neighborhood association meetings and to various advocacy groups.

E. Rotate Staff Assignments and Caseloads

By rotating staff assignments and caseloads, managers can foster uniform and consistent

interpretation of program requirements and prevent the possibility of program abuse. For

example, if an employee is giving special treatment to a family or owner, this situation can be detected if the employee's caseload is taken over by another staff member. Rotating caseloads also helps to identify and resolve inconsistencies regarding how cases are being processed and how rules are interpreted.

F. Careful Design of Participant Interim Reporting Requirements

EHA has discretion in designing interim recertification requirements that minimize family reporting burdens and reduce opportunities for error, both on the part of the family and the EHA. HUD rules require interim reporting of changes in household composition only. In developing an interim reporting policy, the EHA also strive for simplicity. A family will easily remember if it is required to report all changes or no

changes; any qualifications to the message will decrease the prospects for compliance.

4. STEPS THE EHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The EHA staff will 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 recertification, each participant file will be reviewed. Such reviews shall include, but are not limited to:
  - Assurance that verification of all income and deductions is present.
  - Changes in reported Social Security Numbers or dates of birth.
  - Authenticity of file documents.
  - Ratio between reported income and expenditures.
  - Review of signatures for consistency with previously signed file documents.
  - All forms are correctly dated and signed.
- Observation. The EHA management and occupancy staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.
- Public Record Bulletins. May be reviewed by management and staff.
- State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

- Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

  - When an allegation is received by the EHA wherein unreported income sources are disclosed.

  - When a participant's expenditures exceed his /her reported income and no plausible explanation is given.

5. THE EHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE ANDFRAUD

The EHA staff will encourage all participating families to report suspected abuse to the Housing Specialist. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up.

The Housing Specialist will not follow up on allegations which are vague or otherwise nonspecific. Only allegations which contain one or more independently verifiable facts will be reviewed.

6. FILE REVIEW

An internal file review will be conducted to determine:

- If the subject of the allegation is a client of the EHA 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 EHA 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.

A. 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 Housing Specialist will initiate an investigation to determine if the allegation is true or false.

7. CORRECTIVE ACTION: ERRORS AND OMISSIONS

EHA must take immediate action to correct the family payment and subsidy amount and, in some cases, to move the family to a new unit. An amendment to the lease and HAP contract must reflect any changes to family payment and subsidy. An amendment can be in the form of a notice to the participant and owner. Unless the owner requires a new lease, execution of a new HAP contract and lease is not required.

A. When Family Payment Is Incorrectly Established Too High

When the family payment is incorrectly set too high, the family pays more for rent and utilities than it should under the program. As a result, the amount the EHA pays to the owner in the form of a housing assistance payment is too low.

In cases where the error or omission is the fault of the EHA, EHA will immediately refund the total amount due to the family. Such reimbursement would come from the EHA's administrative fee reserves. If the family owed the landlord rent, the EHA, depending upon the circumstances, may choose to pay the amount due or a portion thereof directly to the owner on behalf of the family.

In cases where the error or omission is clearly the fault of the family, EHA should not reimburse the family. Instead, the EHA would process the change immediately and provide notice to the landlord and family of the effective date of the change. Changes in the amount of family payment and housing assistance payment should become effective the month following the discovery.

B. When Family Payment Is Incorrectly Set Too Low

When the family payment is incorrectly set too low, the family is receiving more subsidy than it is entitled to under the program. As a result, EHA is paying too much to the owner in the form of a housing assistance payment.

In cases where the error or omission is the fault of the EHA, the family and owner are not responsible for repayment. The EHA must give the family and owner reasonable notice of the increase in family payment and corresponding decrease in housing assistance payment. HUD does expect, however, EHA to repay HUD the amount of overpaid subsidy due to EHA error or omission. The amount owed must be paid out of administrative fee reserves.

In cases where the error or omission is clearly the fault of the family, the family must repay the EHA within a reasonable period of time. If the amount owed is not repaid, the PHA may terminate the family's assistance. The EHA must process the change immediately and inform the landlord and family of the effective date of the change. Increases in the amount of family payment resulting from a family error or omission become effective retroactively to the time of the reporting error.

C. Errors Affecting the Size of the Family's Unit

In cases where an EHA error leads the family to receive subsidy for a larger unit than the size unit for which it is entitled, the EHA shall immediately encourage the family to move to a smaller unit. The EHA is obligated to try to find the family reasonable, alternative housing. If the family refuses to move after the EHA identifies reasonable alternatives, the EHA must recalculate the family's subsidy based on the payment standard for the bedroom size for which it qualifies. EHA must give reasonable notice to the family and owner of any change in payment. EHA must process the payment change at the next annual reexamination, if not sooner.

In cases where misrepresentation by the family leads the family to receive subsidy for a larger unit than the size unit for which it is entitled, the family must repay EHA or sign a repayment agreement to pay any amount owed. If the amount owed is not repaid, EHA may terminate the family's assistance. If EHA decides not to terminate the family's assistance, the EHA must immediately adjust the subsidy according to the payment standard for the appropriate bedroom size and provide the family and owner reasonable notice of the change. The family is not required to move but if the family is unable to pay the new amount, it must give appropriate notice to the owner and PHA and move to a smaller unit.

In cases where EHA error leads the family to receive subsidy for a unit that is smaller than the size unit for which it is entitled, the EHA must immediately notify the family and owner of the problem and issue the family a voucher for the appropriate bedroom size. The EHA is obligated to try to find the family reasonable, alternative housing. If

the family does not locate another unit within this time frame, EHA must terminate assistance for the family if the unit does not meet the HQS requirements.

D. Errors That Require the Owner to Repay HAP Amounts

EHA may discover that the owner is not entitled to the full amount of housing assistance payments it paid to the owner. For example, EHA may mistakenly pay the owner the full monthly housing assistance payment twice in one month because of a record keeping or other error. Another example would be if the owner accepted a HAP payment for a unit that was not occupied by a housing choice voucher participant, i.e. the family vacated the unit with or without the knowledge of the owner. In both of these instances, the owner owes EHA the portion of the housing assistance payment to which the owner is not entitled.

In most instances, EHA will reclaim the amount due by withholding payment due for the subsequent month or months until the debt is paid, occasionally, if the debt is large and not the result of willful abuse, EHA may make an agreement with the owner for payment in installments over a period of time.

E. Documenting and Collecting Overpayments and Underpayments

Money owed to the EHA by the family because of overpayments on its behalf may be collected by requiring a lump-sum payment of the entire amount or by entering into a repayment agreement. A repayment agreement is a formal document prepared by EHA and signed by the family, in which the family acknowledges a debt and the amount owed. The agreement specifies how the amount owed is to be repaid, including the specific time period(s) when payment is due.

EHA, at its discretion, may offer a family the opportunity to enter into a repayment agreement to pay amounts owed to EHA, and may prescribe the terms of the agreement. Although the EHA always has the option of requiring payment of the entire amount due, if EHA offers a repayment agreement, the terms may not require prohibitive payments that would force the family to leave the program.

EHA must maintain full and complete documentation of all debt. A suggested approach for determining and documenting overpayments and underpayments follows:

- Record the data used and steps taken to calculate the incorrect payment;
- Record the real data that should have been used and recalculate the payment;
- Conduct third party verification of new data;
- Compare the recalculated/correct payment to the actual benefits paid;
- Record action taken.

F. CORRECTIVE ACTION: FRAUD AND ABUSE

If as a result of its assessment EHA determines that the family, owner, or EHA employee has abused the program, EHA must take immediate actions to remedy the situation. EHA may at any time deny program assistance to an applicant or terminate

program assistance for a participant if any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. EHA's actions will vary, depending upon the extent and nature of the abuse. EHA must determine that a preponderance of evidence demonstrates that the action taken by the family, owner, or employee was willful and intentional, in order to terminate assistance on the basis of fraud or abuse.

G. OVERPAYMENTS TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the contract, the EHA may terminate the contract and arrange for restitution to the EHA and/or family as appropriate.

The EHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the EHA or the family, as applicable.

8. HOW THE EHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the EHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the EHA will secure the written authorization from the program participant for the release of information.

- Credit Bureau Inquiries (CBIs). In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
- Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
- Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
- Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the EHA's review.
- Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.
- Public Records. If relevant, the EHA will review public records kept in any jurisdictional courthouse. 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.
- Interviews with Head of Household or Family Members. The EHA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the EHA's Leased Housing Office. A high standard of courtesy and professionalism will be maintained by the EHA staff person who

conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

9. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE EHA

Documents and other evidence obtained by the EHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." Such cases under review will not be discussed among EHA staff unless they are involved in the process, or have information which may assist in the investigation.

10. CONCLUSION OF THE EHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will document the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

A. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the EHA will review the facts to determine:

- The type of violation (procedural, noncompliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family?
- If the family is eligible for continued occupancy.

B. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the EHA will propose the most appropriate remedy based upon the type and severity of the violation.

11. PROCEDURAL NONCOMPLIANCE

This category applies when the family "fails to" observe a procedure or requirement of the EHA but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of noncompliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by the EHA.

<u>Warning Notice to the Family:</u> In such cases a notice will be sent to the family which contains the following:

- A description of the noncompliance and the procedure, policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.

- The action which will be taken by the EHA if the procedure or obligation is not complied with by the date specified by the EHA.
- The consequences of repeated (similar) violations.

12. Procedural Noncompliance - Overpaid Assistance

When the family owes money to the EHA for failure to report changes in income or assets, the EHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the EHA.
- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Participant Fails to Comply with EHA's Notice. If the participant fails to comply with the EHA's notice, and a family obligation has been violated, the EHA will initiate termination of assistance.

Participant Complies with EHA's Notice. When a family complies with the EHA's notice, the staff person responsible will meet with him/her to discuss and explain the family obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

13. Intentional Misrepresentations

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the EHA, the EHA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong, and
- The participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong: This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, briefing certificate, personal declaration(s) and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the participant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.

- If there were admissions to others of the illegal action or omission.
- That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant falsified, forged or altered documents.
- That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

14. Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the EHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the EHA has established criminal intent, and the case meets the criteria for prosecution, the EHA may refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance. Administrative Remedies: The EHA may terminate assistance and demand payment of restitution in full.

15. Case Conference for Serious Violations and Misrepresentations

When the EHA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the EHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the EHA. The purpose of such conference is to review the information and evidence obtained by the EHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the EHA. The family will be given ten (10) business days to furnish any mitigating evidence.

A secondary purpose of the Case Conference is to assist the EHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the EHA will consider:

16. CONFLICT OF INTEREST POLICY

Neither the Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any of the Authority's Section 8 programs in which any of the following classes of persons has any interest, direct or indirect, during their tenure or for one year thereafter:

1. Any present or former member or officer of the Authority (except a participant commissioner);
2. Any employee of the Authority, or any contractor, subcontractor or agent of the Authority, who formulates policy or who influences decisions with respect to the

programs (except that program participants may be hired as employees of the Authority);

3. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
4. Any member of the Congress of the United States.

17. EMPLOYEES WHO ARE ALSO AUTHORITY CLIENTS

An employee of the Authority who is a client or who is related to a client has a responsibility to avoid any conflict of interest that might lead to unequal treatment. Therefore, the following procedural standards are to be employed in all such circumstances.

1. No employees, or their staff if they are a Manager or Supervisor, shall handle matters related to their own cases or to the cases(s) of member(s) of their family.
2. Employees of the Leased Housing Department shall be responsible for reporting to the Director of Human Resources and the Director of Leased Housing any potential or actual conflict of interest. If the employee is unsure whether or not a conflict of interest exists, the employee shall refer the matter to the Director of Human Resources and the Director of Leased Housing for a determination. It shall be the responsibility of the Director of Leased Housing to ensure that any actions or decisions taken within the Leased Housing Department affecting any employee's participant status or the participant status of an employee's relative are in accordance with all applicable policies and procedures. It shall be the responsibility of the Director of Housing Management to ensure that any actions or decisions taken within the Eligibility Department affecting any applicant's status or the applicant status of an employee's relative are in accordance with all applicable policies and procedures. Both Directors shall ensure that the employee or employee's relative
shall neither suffer any loss of benefit nor receive any gain of benefits as a result, direct or indirect, of her/his employment at the Authority or her/his relationship to an Authority employee.

As such:

A. Any time action is taken or a decision is made which affects the applicant or participant status of an Authority employee or a relative of an Authority employee in any way, all Authority paperwork must be received and signed by the appropriate Director before the action or decision becomes effective.
B. Each initial determination of eligibility and each selection to a program of an Authority employee or a relative of an Authority employee shall be forwarded from the Director of Housing Management to the Executive Office for review and final approval. A certification by the Director of Housing Management shall accompany the file to the Executive Office stating that all determinations and actions taken have been reviewed pursuant to applicable policies and procedures

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18. DISCLOSURE

Member of the classes listed below must disclose their interest or prospective interest to the Authority and HUD as follows:

Relation to Authority	Disclosure Required	Disclosure Frequency
EHA Board Members	*Statement of Economic Interests*	Annually
All Executive Office Staff	*EHA Statement of Employee and Familial Participation in Housing Authority Programs*	Annually
All Directors		
All HCV Staff		
All PH Staff		
All MIS Staff		
All Finance Staff		
Contractors	*Statement of Economic Interests*	Upon contract with EHA, annually thereafter
Sub-contractors	*EHA Statement of Employee and Familial Participation in Housing Authority Programs*	Upon contract with EHA, annually thereafter
Agents of the Authority		

19. DISCIPLINARY PROCEDURES

It is the policy of the Authority to operate all of its programs in an ethical manner and in such a way that no group or individual shall have an unfair advantage in the receipt of the Authority's programs and services. The Authority will vigorously investigate any suspected violation of its Conflict of Interest policies and will cooperate with HUD's Office of Inspector General, local and Housing Authority police and any other appropriate bodies when conducting investigations of suspected violations. Appropriate penalties shall be determined for each individual case. Available penalties include:

a. Written reprimand;
b. Suspension;
c. Probation;
d. Demotion;
e. Termination; and
f. Criminal Prosecution.

20. WAIVER CONFLICT OF INTEREST PROVISIONS

The conflict of interest prohibitions detailed under this section may be waived for good cause by the HUD field office.

21. GIFT POLICIES

The Leased Housing Department utilizes the Evansville Housing Authority's Gift Policy.

22. DISCIPLINARY PROCEDURES

It is the policy of the Authority to operate all of its programs in an ethical manner and in such a way that no group or individual shall have an unfair advantage in the receipt of the Authority's programs and services. The Authority will vigorously investigate any suspected violation of its Gift Policy and will cooperate with HUD's Office of Inspector General, local and Housing Authority police and any other appropriate bodies when conducting investigations of suspected violations. Appropriate penalties shall be determined for each individual case. Available penalties include:

a. Written reprimand;
b. Suspension;
c. Probation;
d. Demotion;
e. Termination; and
f. Criminal Prosecution.

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for their actions.
- The amount of money involved.
- The family's past history.
- Whether or not criminal intent has been established.

23. Notification to Participant of Proposed Action

The EHA will notify the family by certified mail and by regular mail of the proposed action no later than five (5) business days after the Case Conference.

24. PHA Administrative Remedies

A. Possible Remedies for Abuse by the Family

If the family is ineligible for housing choice voucher program assistance, the EHA must terminate the family's assistance. See Chapter 15.

If EHA paid too much subsidy on the family's behalf because of discrepancies in information furnished by the family *and if the EHA has sufficient evidence that the family*

intentionally misrepresented its circumstances, EHA must pursue debt collection and may terminate assistance.

If the family executes but then breaches an agreement with EHA to pay amounts owed, EHA may terminate assistance for the family.

EHA has the discretion to consider all of the circumstances in each case when determining whether or not to deny or terminate assistance because of action or failure to act by members of the family. EHA should consider the seriousness of the case, any special circumstances surrounding the case, the extent of participation or culpability of individual family members, any mitigating circumstances such as those related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

As a condition of continued assistance for other family members, the EHA 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 EHA may permit the other members of a participant family to continue receiving assistance. If the family includes a person with disabilities, the EHA decision concerning such action is subject to reasonable accommodation considerations.

Before taking action against a family for any perceived abuse related to the amount of assistance paid, the EHA should carefully review documentation and calculations in the file and ensure there are no file errors that may later complicate EHA's charge of abuse.

B. Possible Remedies for Abuse by Owners

EHA may immediately abate payment and subsequently terminate the HAP contract. When this occurs, EHA must issue the family a new housing choice voucher and assist the family to locate another unit.

If the owner was collecting side payments, EHA must notify the owner to immediately cease collecting these payments and require repayment to the family through EHA of the full amount illegally collected. EHA must determine if the owner also collected side payments from other participants and follow-up to require payment. The amount can be repaid by offsetting the amount due against future housing assistance payments. EHA may, at its discretion, terminate the affected HAP contract immediately, even if the owner has repaid amounts due the family; but it must cancel the HAP contract if the owner fails to repay the family.

If the owner's unit contains HQS violations and the owner fails to correct the deficiencies cited by EHA within the time allotted, EHA must immediately abate payment and subsequently terminate the contract. However, EHA should not terminate the HAP contract until the family moves or has been given reasonable time to find another unit.

If the owner has allegedly discriminated against the housing choice voucher family, the PHA must provide assistance to the family, as follows:

- EHA must inform the family of its rights under federal, state, and local law, including the right to file a formal complaint under one or more of these laws.

- If the family wishes to file a complaint under Title VIII of the Civil Rights Act of 1968, the EHA must assist the family in completing form HUD-903, Discrimination Complaint, or refer the Family to the local fair housing organization or HUD Field Office of Fair Housing and Equal Opportunity.

If EHA determines that the owner has committed a very serious program abuse or more than one of the offenses described above, EHA may restrict the owner from future participation in the program for a reasonable period of time commensurate with the offense's seriousness.

C. Possible Remedies for Abuse by Employees

If EHA determines that any employee has abused the program, it must take whatever action is appropriate under its personnel policies and law. Actions may include putting the employee on probation, giving the employee a poor performance evaluation, requiring the employee to take leave without pay, terminating the employee, and/or filing a criminal complaint.

HUD will consider a pattern of substantial administrative deficiencies on the part of EHA a substantial default under the ACC, and will take appropriate action against the EHA in such cases.

25. Referrals for Prosecution of Purposeful Misreporting

If the EHA has reason to believe (preponderance of evidence) that the participant's or owner's abuse of the program was willful or intentional, EHA may refer the cases to the appropriate HUD Special Agent in Charge (SAC) for investigation and possible criminal prosecution. The EHA may also pursue remedies under state or local law, with an information copy to the appropriate RIGI. Cases sent to RIGI for investigation should contain, at a minimum, the following information:

- Name and address of subject(s);
- Synopsis of alleged abuse, violation, intentional misrepresentation, or fraudulent activity, including the source of the information;
- Identity and address of known witnesses or persons having knowledge of the allegation(s);
- Known or suspected period during which alleged offense(s) occurred;
- Known or suspected monetary loss;
- Findings of EHA or any corrective or administrative actions or sanctions taken by EHA; Indication of whether the matter has been referred to or considered by local prosecution or law enforcement agencies.

If the Justice Department or appropriate local or state agency declines prosecution, EHA may pursue remedies through civil court.

EHA must obtain HUD approval before initiating litigation in which it is requesting HUD assistance or participation.

26. PHA STAFFING AND RESOURCE CONSIDERATIONS

EHA's activities related to preventing, detecting, and resolving cases of program abuse by families, owners, and EHA staff occur on an on-going basis. Therefore, adequate staffing and resources must be dedicated to these activities. EHA can take a number of approaches to ensure that sufficient staff and dollar resources are dedicated to preventing errors and controlling fraud and abuse. The EHA may wish to contract with other agencies for the delivery of on-going information and service functions. If an outside agency is contracted, the EHA must provide sufficient monitoring since it is ultimately responsible under the ACC for program compliance. All expenditures from handling complaints, program errors, and program abuse must be paid out of the EHA's ongoing administrative fee.

When determining the level of staff and dollar resources to dedicate to maintaining program integrity, the EHA has carefully analyze the extent to which errors, omissions, fraud and abuse are present.

EVANSVILLE HOUSING AUTHORITY

HOUSING CHOICE VOUCHER PROGRAM

STATEMENT OF FAMILY OBLIGATIONS

I HAVE READ THIS AND UNDERSTAND THAT TO REMAIN ELIGIBLE FOR MY SECTION 8 (S-8) RENTAL ASSISTANCE, I MUST COMPLY WITH THE FOLLOWING RULES:

1. I/We **must not** violate any Family Obligations listed on the Housing Choice Voucher.
2. In compliance with Program Rules, I/We **MUST** advise S-8 of **all income** received by **ALL** members of the household, (including any income I/We expect to receive during the next 12 months), **INITIALLY** upon receiving S-8 assistance, and **ONCE A YEAR** during the annual recertification of my/our rental assistance. I**NCOME INCREASES/DECREASES MUST** also be reported to S-8, within 10 calendar days of the increase/decrease.

   I/We **MUST** report income of any **new family members**, within 10 calendar days of occurrence. This includes participants who move from one job to another, regardless of the number of hours worked and rate of pay. **Annual income** means all amounts, **monetary or not**, that go to or on behalf of the family head or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date.

   Failure to report income changes, as required, may result in payment for back rent due the EHA. Action will be taken to terminate my/our assistance, if failure to report (or under report) a change in come is determined to have been fraudulent.

   These rules include **ALL** family members 18 years of age and older, **AND** any income received by an adult for a minor child **OR** a disabled family member.
3. I/We **MUST** move into the rental unit, **within 10 days of the effective date of the lease/HAP contract**, **AND** continue to live there, in compliance with the lease and S-8 program rules.
4. The Landlord/Property Owner **MUST NOT** be a Parent, Child, Grandparent, Grandchild, Sister or Brother of any of my family members.
5. I/We **MUST** make my utility deposits, within 10 days after the unit passes inspection, and keep ALL utilities on (if not furnished by Landlord). My assistance **WILL BE** canceled for failure to keep my utilities on. This **MAY** include illegally jumping meters, OR running extension cords from one unit to another. Without all utilities my unit does not meet HUD's minimum Housing Quality Standards of Safe, Decent, and Sanitary.
6. I/We are responsible for maintaining **Good Housekeeping** in the assisted unit, to meet HUD's minimum housing quality standards of safe, decent, and sanitary. Failure to do so may result in cancellation of my rental assistance.

7. I/We **MUST** promptly notify the landlord of any maintenance problems in need of repair.
8. I/We **MUST** pay my/our share of the rent on time. I/We **MUST** not pay the landlord more rent than the amount stated in my/our lease. I/We **MUST** report to S-8 if my landlord requests more rent than that stated in the lease.
9. I/We understand that if our family is evicted for non-payment of rent to the Landlord or other lease violations, my S-8 eligibility and rental assistance will be canceled.
10. I/We understand that if our family leaves damages to an S-8 assisted unit, I/We **will be required to pay the Owner** all money owed for the damages, in order to continue my/our S-8 assistance. **Failure to pay the landlord** may result in cancellation of my eligibility and rental assistance.
11. I/We **MUST NOT** breach a repayment agreement.
12. I/We **MUST** provide a Stove and Refrigerator (if not furnished by the Landlord) in good working order, with no knobs missing and with pilots that light without a match. A hot plate and/or crock-pot are not sufficient to do all of my cooking.
13. The apartment is for the use of myself and only those family members listed on my application. **DO NOT** let other people move in without getting S-8 approval **FIRST**! A request to add anyone to my/our lease **MUST BE PUT IN WRITING**.
14. I/We MUST advise S-8 and my landlord o intentions to move from my assisted unit, **BEFORE** I move out.
15. Family members **MUST NOT** engage in drug-related criminal activity, violent criminal activity, illegal use of a controlled substance, or abuse alcohol in a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
16. Participants in the Family Self-Sufficiency program have an obligation to seek and maintain suitable employment.

I/WE understand that failure to follow the rules listed above may result in eviction by my/our landlord and/or cancellation of my/our S-8 eligibility and rental assistance.

By my signature below, I hereby certify that I have read and understand my obligations as a participant in the S-8 program. I have also received a copy of this Statement.

Signature_____

Date_____

Revised April 2007

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the HA for the administration of the program and will include hard-to-house fees paid for moves by families with three or more minors, and extra counseling money that may be authorized by HUD.

Administrative Plan: The plan that describes HA policies for the administration of the tenant-based programs. This document is the administrative plan for the HA.

Admission: The point when the family becomes a participant in the program. In a tenant-based 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).

Adult: An adult is:

19 years of age or older,
18 years of age and married (not common law), or
A person that has been relieved of the disability of non-age by juvenile court.

Note : Only persons who are adults shall be eligible to enter into lease agreement for occupancy.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

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 housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets:see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. 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 housing authority.

Budget Authority: An amount authorized and appropriated by congress for payment to HA's under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of he funding increment

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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 childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. The Evansville Housing Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the child (children). An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing child care.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous Metropolitan Statistical Area (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Section 8 Program.

Contract Authority: The maximum annual payment by HUD to an HA for a funding increment.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Person: means a tenant, any member of the tenant's household, a guest of another person under the tenant's control.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

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. An unborn child shall not be considered a dependent.

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 (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws
.

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:

G. Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

H. 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 substance act (21 U.S. C. 802).

Elderly family: A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; or disabled, or handicapped and may include two or more elderly, disabled or handicapped 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 persons who are determined to be essential to his or her care and well being.

Elderly person: A person who is at least 62 years of age.

EIV: Enterprise Income Verifications

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

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. FMRs are published periodically in the Federal Register

Familial Status: A single pregnant woman and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as an single person (reference Federal Register published February 13, 1996, pages 5,662 and 5,663). In Section II "Reinventing Parts 812 and 912 of the Federal Register states:

The April 10, 1992 proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA-protected classes from other single persons."

Therefore, a single pregnant woman and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons and only entitled subsidy for a zero or one-bedroom family unit size.

Family includes but is not limited to**:**

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Note
Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for tenant-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (Ref. 982.207 Housing assistance limitation for single persons, published in the federal register on 02/13/96). **The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of the subsidy for a zero or one-bedroom family unit size. The limit is on the amount of subsidy paid NOT the SIZE of the UNIT!**

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family Self-Sufficiency (FSS) Program): The program established by a housing authority 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.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

Foster Children: With the prior written consent of the HA, a foster child may be added as a Section 8 participant. The factors considered by the HA in determining whether or not consent is granted may include:

A. Whether the addition of a new occupant may require the issuance of a new voucher, and whether such documents are available.
B. The Section 8 landlord's obligation to allow reasonable accommodation for handicapped person.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.

Funding Increment: Each commitment of budget authority by HUD to an HA under the consolidated ACC for the HA program.

Gross rent: The sum of the rent to the owner plus any utilities.

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).

Guest: For purposes of this program, the term "*guest*" means a person temporarily staying in the assisted unit with the consent of a tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant.

Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Hazardous Duty Pay: Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household: The family and any HA approved live-in aide.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Agency (HA): Housing Agency (formerly Public Housing Agency (PHA), PHA and HA are the same thing) A State, county, municipality or other government entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Housing Assistance Payment (HAP): The monthly assistance by a HA. The total assistance payment consists of:

A. A payment to the owner for rent to the owner under the family's lease.

B. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement." The HA may elect to pay the appropriate amount directly to the utility provider.

Housing Assistance Payment (HAP) Contract: A written contract between an HA and an owner, in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family holding a voucher with an unexpired term.

HUD – Housing & Urban Development: The U.S. Department of Housing and Urban Development.

HUD Requirements: HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Infant: A child under the age of two (2) years.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Contract Rent: The contract rent at the beginning of the initial lease term.

Initial HA: In portability, the term refers to both:

A. An HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA

B. An HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.

Initial Lease Term: The initial term of the assisted lease.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim Re-determination of Rent: Changes of rent between admissions and reexaminations and the next succeeding reexamination.

INS: The U.S. Immigration and Naturalization Service.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and 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 housing authority.

Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined by the HA to be essential to the care and well- being of the person(s);
b. Is not obligated for the support of the person(s);
c. Would not be living in the unit except to provide the necessary supportive services.
d. A live-in aide must be approved, in advance, by the HA.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

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.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical 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.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is 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:

a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or 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.

Non-citizen: 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.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other Person under the Tenant's Control: The person, although not staying as a guest in the unit who is, or was at the time of the activity in question on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial is not under the tenant's control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family]: A family that has been admitted to the housing authority's 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 housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

   "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

   In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

   (1) Is expected to be of long-continued and indefinite duration,

   (2) Substantially impedes his or her ability to live independently, and

   (3) Is of such a nature that such ability could be improved by more suitable housing conditions, or

c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

   "Severe chronic disability that:

   (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

   (2) is manifested before the person attains age 22;

(3) is likely to continue indefinitely;

(4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) 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."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Preference: At the option of the HA, a preference system can be used to select among applicant families.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Project Based: Rental assistance that is attached to the structure.

Project Based Voucher Program: Reserved for future rule making.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: 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.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Re-examination Date: The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.

Remaining member of a tenant family: The person(s) of legal age remaining in the subsidized unit after the person(s) who signed the voucher has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year before becoming eligible for Section 8 subsidy as a remaining family member. This person must complete forms necessary for Section 8 assistance within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (not more than 60 calendar days from the date individual request head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required Section 8 subsidy documents and cure any monetary obligations in order to maintain assistance. Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in this Administrative Plan.

Residency Preference: An 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: The specified area where families must reside to qualify for a residency preference.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, 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.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Spouse: A spouse is the legal husband or wife of the head of the household. This includes common law marriage.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority 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 certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Temporarily Absent Family Members: Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant-Based: Rental assistance that is not attached to the structure.

Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the tenant rent is zero and there is a utility reimbursement payment (URP). The URP is the difference between the total tenant payment or minimum rent and the utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act which is the higher of:

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a) (1) shall be the amount resulting from one application of the percentage.

Utilities: Utilities may include water, electricity (including air conditioning if applicable. See FR 982.517), gas, garbage, and sewage services and, where applicable, trash and garbage collection.

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 housing authority 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 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.

Utility Reimbursement Payment (URP): 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.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)

(2) Documentation, such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

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 (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes

the program and the procedure for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired term.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Wage Earner: A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and “Worker" is used interchangeably.

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare-To-Work Families: Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
RESPA	Real Estate Settlement Procedures Act
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS. The documents which must be submitted to evidence citizenship or eligible immigration status.

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 national of the United States.

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

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.

EVANSVILLE HOUSING AUTHORITY
2010 AGENCY PLAN

COMMENT FORM

I, Carolyn Kiesgshower from 1535 W. 607 Florida 8/12/09
name address date

would like to make the following comment and/or suggestion to be considered when planning the EHA Agency Plan for FY 2010:

need House of 607 Painted
need new + Bathroom Floor
new.

EVANSVILLE HOUSING AUTHORITY
2010 AGENCY PLAN

COMMENT FORM

I, JOYLYONS (name) from 1030 W. FRANKLIN (address) 8-12-09 (date).

would like to make the following comment and/or suggestion to be considered when planning the EHA Agency Plan for FY 2010:

WALK IN SHOWERS
BENCHES OUT AROUND THE BUILDING
MORE FLOWERS AROUND THE BUIDING

EVANSVILLE HOUSING AUTHORITY
2010 AGENCY PLAN

COMMENT FORM

I, Linda Hassel from Buckne 9-10-09.
name address date

would like to make the following comment and/or suggestion to be considered when planning the EHA Agency Plan for FY 2010:

Replace the wooden, wobbly benches on the property (2).

Provide a bicycle rack.