HOUSING AUTHORITY CITY OF ANNAPOLIS
Housing Choice Voucher Program
Administrative Plan
2010

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1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Housing Authority of the City of Annapolis to comply fully with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be otherwise subjected to discrimination under the Housing Authority of the City of Annapolis housing programs.

To further its commitment to full compliance with applicable Civil Rights Law, the Housing Authority of the City of Annapolis will provide Federal/State/local information to applicants for and participants in the section 8 Housing 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 Housing Authority of the City of Annapolis office. In addition all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of the City of Annapolis will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form. The Housing Authority of the City of Annapolis 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.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of the City of Annapolis housing programs and related service. When such accommodation 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 a participant can request accommodations and the guidelines the Housing Authority of the City of Annapolis will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of the City of Annapolis will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

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1.3 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

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

All decisions granting or denying requests will be in writing.

1.4 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 Housing Authority of the City of Annapolis will obtain verification that person is a person with 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 Housing Authority of the City of Annapolis will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of the City of Annapolis 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 Housing Authority of the City of Annapolis' business is housing. If the request would alter the fundamental business that the Housing Authority of the City of Annapolis conducts, that would not be reasonable. For instance, the Housing Authority of the City of Annapolis would deny a request to have the Housing Authority of the City of Annapolis do grocery shopping for the person with disabilities.

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Would the requested accommodation create an undue financial hardship or administrative burden? If the cost would be an undue burden, the Housing Authority of the City of Annapolis may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Housing Authority of the City of Annapolis retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of the City of Annapolis' program services.

If more than one accommodation is equally effective in providing access to the Housing Authority of the City of Annapolis' programs and services, the Housing Authority of the City of Annapolis retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by the Housing Authority of the City of Annapolis if there is no one else willing to pay for modifications. If another party pays for the modification, the Housing Authority of the City or Annapolis will seek to have the same entity pay for any restoration cost.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modification 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 obligation will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The Housing Authority of the City of Annapolis will endeavor to have access to people who speak languages other than English to assist non-English speaking families.

1.6 FAMLIY/OWNER OUTREACH

The Housing Authority of the City of Annapolis will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the Housing Authority of the City of Annapolis will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority of the City of Annapolis will also try to utilize public service announcements.

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The Housing Authority of the City of Annapolis will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Housing Authority of the City of Annapolis will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

A. Explain how the program works

B. Explain how the program benefits owners;

C. Explain owner's responsibilities under the program. Emphasis is placed on quality screening and ways the Housing Authority of the City of Annapolis helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials and meet Housing Authority of the City of Annapolis staff.

The Housing Authority of the City of Annapolis will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

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

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.

1.8 REQUIRED POSTINGS

The Housing Authority of the City of Annapolis will post at its main office located at 1217 Madison Street, Annapolis, Maryland, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

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

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C. Address of all Housing Authority of the City of Annapolis offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

2.0 HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Housing Authority of the City of Annapolis, the Section 8 Owners/Landlords, and the participating families.

2.1 HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS RESPONSIBILITIES

A. The Housing Authority of the City of Annapolis will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Housing Authority of the City of Annapolis Section 8 Administrative Plan.

B. In administering the program, the Housing Authority of the City of Annapolis 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. Encourage owners to make units available for leasing in the program, including owners of suitable units 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;

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8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 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;

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 HAP contract;

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 information;

16. Establish and adjust Housing Authority of the City of Annapolis utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Housing Authority of the City of Annapolis, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain Housing Authority of the City of Annapolis decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Housing Authority of the City of Annapolis decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

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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 HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Housing Authority of the City of Annapolis information 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.)

8. Continue housing services for persons affected by Domestic Violence; stalking, sexual assault and date violence under the U.S. Department of Justice and Housing and Urban Development Violence Against Women Act of 1994.

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 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 Housing Authority of the City of Annapolis 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.

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2. The family must supply any information requested by the Housing Authority of the City of Annapolis 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 Housing Authority of the City of Annapolis to perform Housing Quality Standards Inspections.

The family must allow the Housing Authority of the City of Annapolis to inspect the unit at reasonable times and after receiving written notice at lease 48-hours prior to inspection. All emergency inspections will be performed and corrected by landlord within 24 hours of inspection.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

Family Notice of Move or Lease Termination.

The family must notify the Housing Authority of the City of Annapolis and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

Owner Eviction Notice

The family must promptly give the Housing Authority of the City of Annapolis a copy of any owner eviction notice it receives.

Use and Occupancy of the Unit:

The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

The Housing Authority of the City of Annapolis must approve the composition of the assisted family residing in the unit. The family must promptly inform the Housing Authority of the City of Annapolis of the

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birth, adoption or court-awarded custody of a child. The family must request approval from the Housing Authority of the City of Annapolis 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).

The family must promptly notify the Housing Authority of the City of Annapolis if any family member no longer resides in the unit.

If the Housing Authority of the City of Annapolis has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Housing Authority of the City of Annapolis has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Housing Authority of the City of Annapolis consent may be given or denied.

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 or residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease the unit.

7. The family must not assign the lease or transfer the unit.

Absence from the Unit:

The family must supply any information or certification requested by the Housing Authority of the City of Annapolis to verify that the family is living in the unit, or relating to family absence from the unit, including any Housing Authority of the City of Annapolis requested information or certification on the purposes of family absences. The family must cooperate with the Housing Authority of the City of Annapolis for this purpose. The family must promptly notify the Housing Authority of the City of Annapolis of its absence from the unit.

Absence means no member of the family is residing in the unit. The family may be absent from the unit up to 30 days. The family must request permission from the Housing Authority of the City of Annapolis for absences exceeding 30 days. The Housing Authority of the City of Annapolis 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:

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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 Housing Authority of the City of Annapolis

Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

Fraud and Other Program Violations

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

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.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 – qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority of the City of Annapolis screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

A. Family status:

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

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

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

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

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

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

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

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

   a. 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.

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

   c. 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.

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

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

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

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

5. A **displaced family** 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

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pursuant to Federal disaster relief laws and/or a person affected by Domestic Violence; stalking, date violence, and/or who is a person under and can document such

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

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

a. Income Eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:

a. A very low-income family;

b. A low-income family continuously assisted under the 1937 Housing Act;

c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing ownership) or HOPE 2 (HOPE for homeownership of multi-family units) project.

D. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

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4. Families, who are moving into the Housing Authority of the City of Annapolis' jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they are initially assisted under the program.

5. Families who are moving into the Housing Authority of the City of Annapolis' jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Housing Authority of the City of Annapolis program.

6. Income limit restrictions do not apply to families transferring units within the Housing Authority of the City of Annapolis Section 8 Program.

C. Citizenship/Eligible Immigrant status

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. 143a(a)).

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.

E. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the non-citizen rule).

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

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security Number for each household member.

E. Signing Consent Forms

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

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

   a. A provision authorizing HUD and the Housing Authority of the City of Annapolis to obtain from State Wage Information Collection Agencies (SWICAs) and HUD Enterprise Income Verification (EIV) System any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

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

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

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

F. Suitability for tenancy. The Housing Authority of the City of Annapolis determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Housing Authority of the City of Annapolis will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual have lived outside the local area. The Housing Authority of the City of Annapolis may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Housing Authority of the City of Annapolis will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Housing Authority of the City of Annapolis will provide any factual information.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and

also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at: 1217 Madison Street, Annapolis, MD 21403.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Housing Authority of the City of Annapolis jurisdiction, the Housing Authority of the City of Annapolis may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Housing Authority of the City of Annapolis will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at The Housing Authority of the City of Annapolis Administrative Office Building at 1217 Madison Street, Monday through Friday, 8:00 a.m. to 5:00 p.m. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Housing Authority of the City of Annapolis.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of the City of Annapolis to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf through the Maryland Relay Service by dialing 711.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

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Upon receipt of the families pre-application, the Housing Authority of the City of Annapolis will make a preliminary determination of eligibility. The Housing Authority of the City of Annapolis will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Housing Authority of the City of Annapolis determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority of the City of Annapolis will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Housing Authority of the City of Annapolis will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST AND PREFERENCES

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

A. The application will be a permanent file;

B. All applications will be maintained first in order by preferences and then by application date and time, and

C. Any contact between the Housing Authority of the City of Annapolis and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 WAITING LIST PREFERENCES

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

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

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The HACA places applicants on the waiting list based upon preferences and then the date and time of application of eligibility for a weighted selection preference as set forth below:

1. Displaced Preference-Local Resident

This selection preference is available to individuals or families who have lived or worked in the City of Annapolis for at least twelve (12) months prior to placement who are:

(a) individuals or families who are residents of Annapolis displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling have been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence, stalking and/or date violence and can document such;
(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or(d) individuals displaced due to the inaccessibility of a unit.

2. Displaced Preference-Non Resident

This selection preference is available:

(a) individuals or families who are residents of Annapolis displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling have been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence, stalking and/or date violence and can document such;
(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or (d) individuals displaced due to the inaccessibility of a unit.

3. Working Family Preference – Local Resident

This selection preference is available to individuals or families where individuals or families who have lived or worked in the City of Annapolis for at least twelve (12) months prior to placement who are:
(a) the head of household must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household

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must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week) immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) months prior to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of part-time self-employment, of not fewer than twenty (20) hours per week, immediately prior to the date of placement.

(c) An applicant will be given the benefit of the working family preference if the head of household or spouse, or sole member is 62 years of age or older, or is a person with disabilities.

4. Working Family Preference-Non Resident:

This selection preference is available to individuals or families where:

(a) the head of household must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week) immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) months prior to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of part-time self-employment, of not fewer than twenty (20) hours per week, immediately prior to the date of placement.

(c) An applicant will be given the benefit of the working family preference if the head of household or spouse, or sole member is 62 years of age or older, or is a person with disabilities.

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5. **Veteran's preference** Local Resident is This selection preference is available to individuals or families where individuals or families who have lived or worked in the City of Annapolis for at least twelve (12) months prior to placement is for: families where the Head of Household has received an honorable discharge from the United States Armed Services.

6. **Veteran's preference Non Resident** - for families where the Head of Household has received an honorable discharge from the United States Armed Services.

7. **Residency preference** - this preference is available to individuals or families who have lived or worked in the City of Annapolis for at least twelve (12) months prior to placement.

4.5 VERIFICATION OF PREFERENCE QUALIFICATION

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

When the HACA anticipates that the family will be notified in the near future to complete a full application, the family will be sent a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference. The HACA will verify the preference before the applicant's interview and briefing is conducted.

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

If the HACA denies a preference, the applicant will be placed on the waiting list without benefit of the preference. The HACA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. The applicant will have 10 working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list with notification to the family.

4.6 FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the preference system. If permitted by the court order, the HACA may offer.

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When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority of the City of Annapolis must notify the family in writing of this determination, and give the family the opportunity for an informal review.

The family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Housing Authority of the City of Annapolis will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Housing Authority of the City of Annapolis will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

The Housing Authority of the City of Annapolis will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.7 REMOVAL OF APPLLICANTS FROM THE WAITING LIST

The Housing Authority of the City of Annapolis will not remove an applicant's name from the waiting list unless:

A. The applicant requests that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

C. The applicant does not meet either the eligibility or screening criteria for the program.

4.8 GROUNDS FOR DENIAL

The Housing Authority of the City of Annapolis will deny assistance to applicants who:

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

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

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a history 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.

F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.

G. 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;

H. Have a family member who was evicted from public housing within the last three years;

I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21, U.S.C. 802;

J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority of the City of Annapolis may waive this requirement if:

1. The person demonstrates to the Housing Authority of the City of Annapolis' satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully; or

4. The person is participating in a supervised drug or alcohol rehabilitation program.

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

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L Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;

M. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of the City of Annapolis, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority of the City of Annapolis' system of removing applicant's names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Housing Authority of the City of Annapolis will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Housing Authority of the City of Annapolis will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.10 INFORMAL REVIEW

If the Housing Authority of the City of Annapolis determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Housing Authority of the City of Annapolis will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Housing Authority of the City of Annapolis will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If a HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Housing Authority of the City of Annapolis will use the assistance for those families.

5.2 PREFERENCES

The Housing Authority of the City of Annapolis will select families based preferences and on the date and time of application.

5.3. SELECTION FROM THE WAITING LIST

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income, the Housing Authority of the City of Annapolis retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement. (See attachment "A" for a listing of HUD median incomes.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The Housing Authority of the City of Annapolis will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Housing Authority of the City of Annapolis will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex **will** share a bedroom.

B. Children of the opposite sex, both under the age of five (5) will share a bedroom.

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C. Adults and children will not be required to share a bedroom.

D. Foster-adults and children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

The Housing Authority of the City of Annapolis will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Housing Authority of the City of Annapolis in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

6.1 BRIEFING

When the Housing Authority of the City of Annapolis selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program and in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;

D. Types of eligible housing;

E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

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F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

G. An explanation that the family's share of rent may not exceed 40% of the family's monthly adjusted income.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

F. How the Housing Authority determines the maximum rent for an assisted unit;

E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon written request, the Housing Authority will also supply any factual information.

I. The Housing Authority's subsidy standards;

J. The HUD brochure on how to select a unit ("A Good Place to Live");

K. The HUD-required lead-based paint brochure;

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L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

M. A list of landlords or other parties known to the Housing Authority of the City of Annapolis may be willing to lease a unit to the family or help the family find a unit;

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Housing Authority of the City of Annapolis that may be available;

O. The family's obligations under the program;

P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;

Q. Housing Authority of the City of Annapolis informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Beginning August 12, 1999, the Housing Authority of the City of Annapolis will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Housing Authority of the City of Annapolis will issue the voucher. At this point the family begins to search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

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During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by the prospective owner, the Housing Authority will provide any factual information or third party written information they have to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant an extension, but the initial term plus any extensions will never exceed 180 calendar days from the initial date of issuance.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 180 days search time.

Upon submittal of a completed request for approval of tenancy form, the Housing Authority of the City of Annapolis will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

6.5 APPROVAL TO LEASE A UNIT

The Housing Authority of the City of Annapolis will approve a lease if all of the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by the Housing Authority and passes HQS;

C. The lease is approvable and includes the language of the tenancy addendum;

D. The rent to owner is reasonable;

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E. The family's share of rent does not exceed 40% of their monthly adjusted income;

F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

A. The unit passes the Housing Authority HQS inspection;

B. The family's share of rent does not exceed 40% of their monthly adjusted income;

C. The landlord and tenant sign the lease to include the HUD required addendum; and

D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute a contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 ANNAPOLIS HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by the owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

E. The owner has a history or practice of renting units that fail to meet State or local codes; or

F. The owner has not paid State or local real estate taxes, fines, or assessments.

G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, Housing Authority of the City of Annapolis employees or owner employees; or

2. residences by neighbors.

H. If the owner is the parent, child, grandparent, grandchild, sister, brother or any member of the family unless the Housing Authority of the City of Annapolis determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

I. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

C. Nursing homes, board and care homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services.

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

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F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Housing Authority of the City of Annapolis will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing

B. Group Homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

The Housing Authority of the City of Annapolis 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

6.8 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.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to

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reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant within 30-days of move-out

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.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Housing Authority of the City of Annapolis will issue the family a new voucher if the family does not owe the previous landlord, Housing Authority of the City of Annapolis or any other Housing Authority money, has not violated the Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Housing Authority of the City of Annapolis has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1. WHEN A FAMILY MAY MOVE

For families already participating in the Certificate and Voucher Program, the Housing Authority of the City of Annapolis will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or

C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Housing Authority of the City of Annapolis's jurisdiction, will be required to attend a mover's briefing prior to the Housing Authority of the City of Annapolis entering a new HAP contract on their behalf.

This briefing 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.

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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, exception payment standard rent areas, and the utility allowance schedule;

D. An explanation that the family shares 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 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 Housing Authority of the City of Annapolis'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 Housing Authority of the City of Annapolis a copy of the 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 Housing Authority of the City of Annapolis will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

The family who gives notice to terminate the lease must mail the notice 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 Housing Authority of the City of Annapolis, or a copy of the lease termination 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.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Housing Authority of the City of Annapolis at the time the family first submits its application for participation in the program to the Housing Authority of the City of Annapolis may lease a unit anywhere in the jurisdiction of the Housing Authority of the City of Annapolis or outside the Housing Authority of the City of Annapolis jurisdiction as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Housing Authority of the City of Annapolis at the time of its application, the family will not have any right to lease a unit outside of the Housing Authority of the City of Annapolis jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may also lease a unit located in the jurisdiction of the Housing Authority of the City of Annapolis.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Housing Authority of the City of Annapolis allow a participant to improperly break a lease. Under extraordinary circumstances the Housing Authority of the City of Annapolis may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Housing Choice Voucher (Section 8) Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Housing Authority of the City of Annapolis will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

8.2 INCOME ELIGIBILITY

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

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B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

A. When the Housing Authority of the City of Annapolis is the Initial Housing Authority:

1. The Housing Authority of the City of Annapolis will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. The Housing Authority of the City of Annapolis will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. The Housing Authority of the City of Annapolis will advise the family how to contact and request assistance from the Receiving Housing Authority.

4 The Housing Authority of the City of Annapolis will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.

5. The Housing Authority of the City of Annapolis will immediately mail to the Receiving Housing Authority t he most recent HUD Form 50058 (Family Report) for the family, and related verification information.

6. A participant must lease-up and reside within the Initial Housing Authority jurisdictional area one-year, prior to requesting approval to port-out to another area outside of the Initial Housing Authority jurisdictional area.

B. When the Housing Authority of the City of Annapolis is the Receiving Authority:

1. When the portable family requests assistance from the Housing Authority of the City of Annapolis, the Housing Authority of the City of Annapolis will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Housing Authority of the City of Annapolis receives a portable family, the family will be absorbed if funds are available and the voucher will be issued.

2. The Housing Authority of the City of Annapolis will issue a voucher to the family. The term of the Housing Authority of the City of Annapolis's voucher will not expire before the expiration date of any Initial Housing

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Authority's voucher. The Housing Authority of the City of Annapolis will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Housing Authority of the City of Annapolis during the term of the Housing Authority of the City of Annapolis's voucher.

3. The Housing Authority of the City of Annapolis will determine the family unit size for the portable family. The family unit size is determined in accordance with the Housing Authority of the City of Annapolis's subsidy standards.

4. The Housing Authority of the City of Annapolis will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

5. If the Housing Authority of the City of Annapolis opts to conduct a new reexamination, the Housing Authority of the City of Annapolis will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

6. In order to provide tenant-based assistance for portable families, the Housing Authority of the City of Annapolis will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Housing Authority of the City of Annapolis may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Housing Authority of the City of Annapolis

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

   a. As the Initial Housing Authority, the Housing Authority of the City of Annapolis will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for the other families in the Receiving Housing Authority's program.

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b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When A Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

91. INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority of the City of Annapolis counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of the City of Annapolis subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, monetary or not, that:

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

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

3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the legal operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An

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allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sum amount of prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that the received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

      i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

      ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the

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standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

7. Periodic and determinable allowances, such alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 81 years;

B. 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;

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;

D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

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G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. 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);

3. 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 mode solely to allow participation in a specific program;

4. 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.

5. 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 a period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);

7. 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;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

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10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

11. 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;

12. 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

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

    These exclusions include:

    a. The value of the allotment of food stamps

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

    c. Payments received under the Alaska Native Claims Settlement Act

    d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes

    e. Payments made under HHS's Low-Income Energy Assistance Program

    f. Payments received under the Job Training Partnership Act

    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

    i. Amount of scholarships awarded under Title IV including Work-Study

    j. Payments received under the Older Americans Act of 1965

    k. Payments from Agent Orange Settlement

    l. Payments received under the Maine Indian Claims Act

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m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Temporary employment payments by the U.S. Census Bureau.

p. Payments for living expenses under the AmeriCorps Program

14. Payments received to a Family as Kinship payments for foster care of children living with a related legal guardian.

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. For any family that is not elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less than 3% of annual income.

E. Child care expenses.

10.0 VERIFICATION

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The Housing Authority of the City of Annapolis will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 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, the INS SAVE approval code, and forms signed by the family.

Income information for applicants and participants under the HCV program will first be verified using the HUD Electronic Verification (EIV) system. If there is a discrepancy between the applicant/participant reported income and the EIV information, then third party verification will be conducted to insure the accuracy of the EIV income data. If there is no discrepancy, then no further verification needs to be conducted. EIV can not verify child support payments.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from 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 Housing Authority of the City of Annapolis 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 third party documentation will include the same information as if the documentation had been written, i.e. name date of contract, amount received, etc.

When third party verification cannot be obtained, the Housing Authority of the City of Annapolis will accept documentation received from the applicant/ participant. Hand-carried documentation will be accepted if the Housing Authority of the City of Annapolis has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Housing Authority of the City of Annapolis will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the field.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Housing Authority of the City of Annapolis will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

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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 condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
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

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Verification Requirements for Individual Items		
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
Regular gifts and contributions	Letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, divorce decree
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, worker's 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 employ-ment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

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10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen 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, birth certificate, military ID or military DD 214 Form.)

Prior to being admitted all eligible non citizens who are 62 tears 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, each eligible noncitizen must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of the City of Annapolis will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority of the City of Annapolis also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority of the City of Annapolis will mail information to the INS so a manual check can be made of INS so a manual check can be made of INS records.

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted on the section 8 program.

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 admission will be denied.

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

If the Housing Authority of the City of Annapolis determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to the Section 8 program for a period of 24 months form the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member must have a Social Security Number and provide verification of his or her Social Security Number. New family members must provide this verification prior to being added to the lease. Children in assisted households must provide this verification within 30-days of new born birth or any other household addition. All children added to the household must have a social security number and the head of household must have legal custody documentation for any child added to the lease.

The best verification of Social Security Number is the original Social Security card. If the card is not available, the Housing Authority of the City of Annapolis will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 *TIMING OF VERIFICATION*

Verification must be dated within 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 Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their 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.

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11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After August 12, 1999, the Housing Authority of the City of Annapolis will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to the owner is approved.

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority of HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing service, maintenance and utilities of the unit and the comparable units.

The 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.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

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 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.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by The Housing Authority of the City of Annapolis 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 non insured 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 982.88

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Housing Authority of the City of Annapolis will review its determination of the payment standard annually after publication of the FMRs. The Housing Authority of the City of Annapolis will consider vacancy rates and rents in the market area, size and quality of the units leased under the program, rent and units leased under the program, success rates of voucher holders in finding the units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Housing Authority of the City of Annapolis may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size may increase or decrease while other remains unchanged. The Housing Authority of the City of Annapolis may consider

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adjusting payment standards at the times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the low of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, The Housing Authority will use the appropriate payment standard for the Rent area.

C. During the HAP contract term for a unit, the amount of the payment Standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. 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.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

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When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE AND RENT FORMULAS

The total tenant payment is equal to the highest of:

1. 10% of the monthly income

2. 30% of adjusted monthly income

3. Minimum rent

4. The welfare rent

Plus ant rent above the payment standard.

B. Minimum Rent.

The Housing Authority of the City of Annapolis has set the minimum rent as $50.00.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

2. The payment standard is the lower of:

   a. The payment standard amount for the appropriate family unit size; or
   b. The payment standard amount for the size of the dwelling unit actually rented by the family.

   a. If the dwelling unit is located in an exception area, The Housing Authority of the City of Annapolis will use the appropriate

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payment standard for the exception area.

c. During the HAP contract term, the payment standard for the family is the higher of:

i. The initial payment standard (at the beginning of the HAP contract term), as determine in accordance with paragraph (1) (a) or (1) (b) of this section, minus any amount by the initial rent to the owner exceeds the current rent to the owner or

ii. The payment standard as determined in accordance with paragraph (1) (a) or (1) (b) of this section, as determined at the most recent regular reexamination of the family income and composition effective after the beginning of the HAP contract term.

d. At the next regular reexamination following a change in the family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c) (i) of this section does not apply: and

ii. The new family unit size must be used to determine the payment standard.

2. The Housing Authority of the City of Annapolis will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
   a. The payment standard minus the total payment; or

   b. The gross rent minus the total tenant payment.

F. Manufactured Home Space Rental: Section 8 Vouchers
   1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
   2. The space rent is the sum of the following as determined by the Housing Authority:
      a. Rent to the owner for the manufactured home space;
      b. Owner maintenance and management charges for the space; and
      c. Utility allowance for tenant paid utilities.

   3. The participant pays the rent to owner less the HAP.

4. HAP equals lesser of:

   a. The payment standard minus the total tenant payment; or

   b. The rent paid for total of the real property on which the manufactured home owned by the family is located.

G. Rent for families under the Noncitizen Rule

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.

I f a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may not 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 is under the provision is 18 months. The Housing Authority of the City of Annapolis will grant each family a period of 6 months to find suitable housing, The Housing Authority of the City of Annapolis will provide additional search periods up to the maximum time allowable.

Suitable housing means that housing is not substandard and it 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 assistant 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).

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3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

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

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

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule.

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

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Total Tenant Payment. The Total Tenant Payment is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment of the rent to owner. If payments are not made when due, the owner may charge the Housing Authority of the City of Annapolis a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Annapolis jurisdiction.

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11.8 CHANGE OF OWNERSHIP

The Housing Authority of the City of Annapolis requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Housing Authority of the City of Annapolis' rent payment or the address as to where the rent payment should be sent.

In addition, the Housing Authority of the City of Annapolis requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number

New owners will be required to execute IRS Form W-9. The Housing Authority of the City of Annapolis may withhold the rent payment until the taxpayer identification number is received.

12.0 HOUSING INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Housing Authority of the City of Annapolis will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as added, to determine if the units meet HQS.

The Housing Authority of the City of Annapolis must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Housing Authority of the City of Annapolis will only schedule one more inspection. If the family misses two inspections, the Housing Authority of the City of Annapolis will consider the family to have violated the Family Obligation under the housing choice voucher program and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the Housing Authority of the City of Annapolis will perform:

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A. Initial Inspection – An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. Annual Inspection – An inspection to determine that the unit continues to meet HQS

C. Complaint Inspection –An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection – An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move Out Inspection (if applicable) – An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

H. Quality Control Inspection – Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Housing Authority of the City of Annapolis will take prompt and vigorous action to enforce the owner's obligations. The Housing Authority of the City of Annapolis; remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Housing Authority of the City of Annapolis will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Housing Authority of the City of Annapolis and the Housing Authority of the City of Annapolis verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Housing Authority of the City of Annapolis approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the

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Housing Authority of the City of Annapolis may terminate assistance to a family because of the HQS breached caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

   a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

   c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Housing Authority of the City of Annapolis approved extension).

3. If the family has caused a breach of the HQS, the Housing Authority of the City of Annapolis will take prompt and vigorous action to enforce the family obligations. The Housing Authority of the City of Annapolis may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 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.

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b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

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 substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven or 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).

B. Space and Security

1. Performance Requirement

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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. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

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). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

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 unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

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.

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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.

   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.

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, and floors must not have any serious defects such as severe bulging or leaning, large holes, and 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.

   d. 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.

   e. Elevators must be working and safe.

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.

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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 other than adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirement

The water supply must be free from contamination

2. Acceptability Criteria

The dwelling must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-Based Paint

1. Definitions

a. Chewable surface: Protruding paint surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, and stair treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

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e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5% by weight or 5000 parts per million (PPM).

2. Performance Requirements:

a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b) (4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State of local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

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f. The requirements in this paragraph apply to:

   i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

   ii. The entrance and hallway providing access to a unit in a multi-unit building; and

   iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

   i. Within the unit;

   ii. The entrance and hallway providing access to a unit in a multi-unit building; and

   iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at this discretion, waive the testing

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requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

(1) More than 10 square feet on an exterior wall;

(2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots on more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be

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accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely, and if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. 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).

J. Access

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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).

K. 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.

L. 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.

M. 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,

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designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hand-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.4 TIME FRAMES AND CORRECTIONS OF HQS FAIR ITEMS

A. Correcting Initial HQS Fail Items

The Housing Authority of the City of Annapolis will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Housing Authority of the City of Annapolis to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units Under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endangered the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Housing Authority of the City of Annapolis will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct HQS failed items that are family-caused after proper notification has been given, the Housing Authority of the City of

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Annapolis will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

3. Non-emergency items must be completed within 10 days of the initial inspection.

4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Housing Authority of the City of Annapolis, extensions of up to 30 days may be granted to permit an owner to complete repairs of the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Housing Authority of the City of Annapolis will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.5 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

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J. Unusable toilet when only one toilet is present in the unit

K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety

12.6 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Housing Authority of the City of Annapolis will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

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, the Housing Authority of the City of Annapolis 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.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Housing Authority of the City of Annapolis has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.

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B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.

C. No damage claims will be paid under either program effective on or after October 2, 1995.

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Housing Authority of the City of Annapolis will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Housing Authority of the City of Annapolis to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Housing Authority of the City of Annapolis will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss out as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Housing Authority of the City of Annapolis immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Housing Authority of the City of Annapolis within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent for the period after the family vacates.

13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Housing Authority of the City of Annapolis. This shall be done by either paying the full amount due immediately upon the Housing

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Authority of the City of Annapolis requesting it or through a Repayment Agreement that is approved by the Housing Authority of the City of Annapolis.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing. Under the Housing Choice Voucher program no vacancy loss will be considered.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION

At least annually the Housing Authority of the City of Annapolis will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Housing Authority of the City of Annapolis will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that verify the family circumstances.

Upon receipt of verification, the Housing Authority of the City of Annapolis will determine the family's annual income and will calculate their family share.

14.1.1Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

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14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter 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 the Housing Authority of the City of Annapolis taking action to terminate the family's assistance.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Housing Authority of the City of Annapolis between regular reexaminations. These changes will trigger an interim reexamination:

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

C. Family break-up

In circumstances of a family break-up, the Housing Authority of the City of Annapolis will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Housing Authority of the City of Annapolis will be bound by the courts

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determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Housing Authority of the City of Annapolis will make determinations on a case by case basis.

The Housing Authority of the City of Annapolis will issue a determination with in 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Housing Authority of the City of Annapolis will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Housing Authority of the City of Annapolis will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Housing Authority of the City of Annapolis may schedule special reexaminations every 90 days until the income stabilizes and an annual income can be determined.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family cause's delays, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

The Housing Authority may at any time terminate program assistance for the participant, because of any of the actions or inaction by the household:

A. If the family violates any family obligation under the program.

B. If a family member fails to sign and submit consent forms.

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Housing Authority of the City of Annapolis determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

D. If any member of the family has ever been evicted from public housing.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

F. If any member of the family commits drug-related criminal activity, or violent criminal activity.

G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

I. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

J. If the family has not reimbursed any Housing Authority 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.

K. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner

by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.

L. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

M. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

N. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

O. 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 Housing Authority of the City of Annapolis to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

P.REMOVAL OF RENTAL ASSISTANCE BY HUD

Participant understands that the Voucher is available to families only because of the program subsidy payments made to HACA (rental assistance payments), which allows HACA to offer the rental assistance at a rent level that is less than the market (unsubsidized) rent which would otherwise be due on the Unit. If the amount of the Rental Assistance Payments is reduced or eliminated. HACA may be permitted by Section 35 of the united States Housing Act of 1937 (the "Act") to deviate from the Act's general restrictions regarding assistance, income eligibility, and other areas of public housing management. Under such circumstances, subject to the limitations described in Section 35 of the Act or any successor provision and in accordance with any implementing HUD regulation, HACA may take reasonable steps to put HACA's on a sound financial footing, including increasing the rent up to market levels, upon such notice to the Participant as required under state law.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

The Housing Authority of the City of Annapolis will investigate and respond to complaints by participant families, owners, and the general public. The Housing Authority of the City of Annapolis may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant:

The Housing Authority of the City of Annapolis will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Housing Authority of the City of Annapolis' decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required:

The Housing Authority of the City of Annapolis will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Housing Authority of the City of Annapolis subsidy standards.

2. A Housing Authority of the City of Annapolis determination not to approve an extension or suspension of a certificate or voucher term.

3. A Housing Authority of the City of Annapolis determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Housing Authority of the City of Annapolis determination that a unit selected by the applicant is not in compliance with HQS.

5. A Housing Authority of the City of Annapolis determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues.

7. Discretionary administrative determinations by the Housing Authority of the City of Annapolis.

C. Informal Review Process:

The Housing Authority of the City of Annapolis will give an applicant an opportunity for an informal review of the Housing Authority of the City of Annapolis decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Housing Authority of the City of Annapolis other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the Housing Authority of the City of Annapolis decision.

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3. The Housing Authority of the City of Annapolis will notify the applicant of the Housing Authority of the City of Annapolis decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances:

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of the participant family to continue receiving assistance.

The Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Housing Authority of the City of Annapolis will consider evidence of whether the household member:

1. Has successfully completed 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;

2. Has otherwise been rehabilitated successfully and is no longer engaging in illegal use of a controlled substance or abuse of alcohol; or

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

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status.

The applicant family may request that the Housing Authority of the City of Annapolis provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of*

Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance,* of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required:

1. The Housing Authority of the City of Annapolis will give a participant family an opportunity for an informal hearing to consider whether the following Housing Authority of the City of Annapolis decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Housing Authority of the City of Annapolis policies:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority of the City of Annapolis utility allowance schedule

   c. A determination of the family unit size under the Housing Authority of the City of Annapolis subsidy standards.

   e. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Housing Authority of the City of Annapolis subsidy standards, or the Housing Authority of the City of Annapolis determination to deny the family's request for an exception from the standards.

   f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority of the City of Annapolis policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Housing Authority of the City of Annapolis will give the opportunity for an informal hearing before the Housing Authority of the City of Annapolis terminates housing assistance payments for the family under an outstanding HAP contract.

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B. When a Hearing is not Required:

The Housing Authority of the City of Annapolis will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Housing Authority of the City of Annapolis.

2. General policy issues or class grievances.

3. Establishment of the Housing Authority of the City of Annapolis schedule of utility allowances for families in the program.

4. A Housing Authority of the City of Annapolis determination to approve an extension or suspension of a certificate or voucher term.

5. The Housing Authority of the City of Annapolis determination not to approve a unit or lease.

6. A Housing Authority of the City of Annapolis determination that an assisted unit is not in compliance with HQS. (However, the Housing Authority of the City of Annapolis will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A Housing Authority of the City of Annapolis determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the Housing Authority of the City of Annapolis to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family:

1. In cases described in paragraphs 16.3(A) (1) (a), (b), and (c), of this Section, the Housing Authority of the City of Annapolis will notify the family that the family may ask for an explanation of the basis of the Housing Authority of the City of Annapolis; determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A) (1)(a), (b), and (c), of this Section, the Housing Authority of the City of Annapolis will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

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b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures:

The Housing Authority of the City of Annapolis and participants will adhere to the following procedures:

1. Discovery

a. The family will be given the opportunity to examine before the hearing any Housing Authority of the City of Annapolis documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Housing Authority of the City of Annapolis does not make the documents(s) available for examination on request of the family, the Housing Authority of the City of Annapolis may not rely on the document at the hearing.

b. The Housing Authority of the City of Annapolis will be given the opportunity to examine, at the Housing Authority of the City of Annapolis' offices before the hearing, any family documents that are directly relevant to the hearing. The Housing Authority of the City of Annapolis will be allowed to copy any such document at the Housing Authority of the City of Annapolis' expense. If the family does not make the document(s) available for examination on request of the Housing Authority of the City of Annapolis, the family may not rely on the document at the hearing.

Note: The term document includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer:

a. The hearing will be conducted by any person or persons designated by the Housing Authority of the City of Annapolis, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Housing Authority of the City of Annapolis hearing procedures.

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4. Evidence:

The Housing Authority of the City of Annapolis and the family must have the opportunity to present evidence and may question any witnesses.

Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Housing Authority of the City of Annapolis is not bound by a hearing decision:

a. Concerning a matter for which the Housing Authority of the City of Annapolis is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority of the City of Annapolis hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Housing Authority of the City of Annapolis determines that it is not bound by a hearing decision, the Housing Authority of the City of Annapolis will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances:

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The

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Housing Authority may permit the other members of the participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Housing Authority of the City of Annapolis will consider evidence of whether the household member:

1. Has successfully completed 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;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

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

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Housing Authority of the City of Annapolis provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of the receipt of the *Notice of Denial or Termination of Assistance,* or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance,* or of the INS appeal decision.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Housing Authority of the City of Annapolis. Under some circumstances the contract automatically terminates.

A. Termination of the lease:

1. By the family

   The family may terminate the lease without cause upon proper notice to the owner and to the Housing Authority of the City of Annapolis after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

   a. The owner may terminate the lease during its term on the following grounds:

      i. Serious or repeated violations of the terms or conditions of the lease;

      ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

      iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

      iv. Any drug-related criminal activity on or near the premises;

      v. Other good cause. Other good cause may include, but is not limited to:

         (1) Failure by the family to accept the offer of a new lease;

         (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

         (3) The owner's desire to utilize the unit for personal or family use for a purpose other than use as a residential rental unit;

         (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

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b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the Housing Authority of the City of Annapolis a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement:

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic Termination of the Contract

a. If the Housing Authority of the City of Annapolis terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

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

2. Termination of contract by owner:

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Housing Authority of the City of Annapolis.

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

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c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.

d. When the family breaks up and the Housing Authority of the City of Annapolis determines that the family members who move from the unit will continue to receive the assistance.

e. The Housing Authority of the City of Annapolis determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner:

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Housing Authority of the City of Annapolis to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Housing Authority of the City of Annapolis against costs associated with any judgment of infringement of intellectual property rights.

20.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Housing Authority of the City of Annapolis will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by the supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment program for our size housing authority.

21.0 – PARTICIPANT OBLIGATION TO REPAY

If A Participant and a member of a participant's household submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income and as a result, is charged a rent less than the amount required by HUD's rent formulas, Participant agrees to reimburse HACA for the difference between the rent that should have been paid and the rent that was charged. Knowingly giving HACA false information regarding income or other factors considered in determining program eligibility and rent is a violation and is grounds for program termination. Participant will be subject to penalties available under Federal law. Those penalties include fines up to $10,000.00 and/or imprisonment for up to five (5) years.

22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after August 12, 1999, the Housing Authority of the City of Annapolis will only enter into a HAP contract for the tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy

If the Housing Authority of the City of Annapolis had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and

will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

C. Voucher Tenancy

If the Housing Authority of the City of Annapolis had entered into any HAP contract for a voucher tenancy prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

D. Regular Certificate Tenancy

The Housing Authority of the City of Annapolis will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of August 12, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Housing Authority of the City of Annapolis will give at least 120 days written notice of such termination to the family and the owner, and the Housing Authority of the City of Annapolis will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Housing Authority of the City of Annapolis may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

23.0 TRANSITION TO CONVERSION VOUCHERS

The Housing Authority of the City of Annapolis upon submission of a Conversion Voucher application to HUD and approval by HUD may administer Conversion Vouchers. Conversion vouchers assist PHAS with relocation or replacement housing needs that result from the demolition, disposition, or mandatory conversion of public housing units. Also conversion vouchers include providing assistance to families living in section 8 projects for which the owner is opting out of the HAP contract, HUD is taking enforcement action against owners with project-based assistance, and project for which the owner is prepaying the mortgage.

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24.0 VOLUNTARY CONVERSION OF PUBLIC HOUSING UNITS TO TENANT-BASED OR PROJECT-BASED ASSISTANCE

The Housing Authority of the City of Annapolis upon conducting required assessment of viability of public housing and performing Cost-Test and Market Analyses for Voluntary Conversion of Public Housing Units Pursuant to 24 Code of Federal Regulations Part 972, Section 22 of the U.S. Housing Act of 1937 by Section 533 of the Quality Housing and Work Responsibility Act of 1998 may seek the approval of HUD to convert identified development(s) and/or units to Tenant Based and/or Project Based Voucher program.

25.0 IMPLEMENTATION OF LANDLORD PROGRAM FOR THE VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005; APPLICABLITY TO HUD PROGRAMS

The Housing Authority of the City of Annapolis will provide regulatory notice and requirements to landlords participating in the Housing Choice Voucher Program of the regulations and program guidelines governing implementation of the Violence Against Women regulations.

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 housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

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).

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

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and 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. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortizations cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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.

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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.

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 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 Voucher Program.

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.

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Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

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.

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.

Drug related criminal activity: 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.
Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

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

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.

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 program (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 or the gross rent minus the amount of the housing assistance payment.

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.

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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.

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).

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 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 Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

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 that has an unexpired housing voucher.

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.

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

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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 Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

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 (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

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.

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 to be essential to the care and well- being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

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.

Noncitizen: A person who is neither a citizen nor national of the United States.

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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.

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.

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.

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.

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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.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

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).

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

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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.

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

Tenant rent: The amount payable monthly by the family as rent to the owner minus any 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.

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: 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: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

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 search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

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.

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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
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
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

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March 23, 2010

VIA IN-PERSON SUBMISSION AT PUBLIC HEARING, U.S. MAIL,
AND EMAIL (carl_snowden@hotmail.com; ebrown@hacamd.org)

Hon. Carl O. Snowden, *Chair, Board of Commissioners*
Mr. Eric C. Brown, *Executive Director*
Housing Authority of the City of Annapolis
1217 Madison Street
Annapolis, MD 21403

Re: Comments of the Resident Advisory Board To HACA's 2010 Five-Year and Annual Plans (Including Revisions to the Lease, Grievance Procedure, ACOP, Section 8 Administrative Plan)

Dear Mr. Snowden and Mr. Brown:

On behalf of the Housing Authority's Resident Advisory Board, the Legal Aid Bureau is filing the enclosed comments to the Housing Authority's draft 2010 Annual and Five-Year Plan proposals, which include the proposed Annual and Five-Year Plans themselves, as well as the Housing Authority's draft revisions to its Public Housing Lease, Grievance Policy, Admissions and Continued Occupancy Policy ("ACOP"), and Section 8 Administrative Plan (collectively, the "Plan Documents"). We ask that these comments be attached to any submission of the Plan Documents to HUD, pursuant to 24 C.F.R. § 903.13(c), and that HACA and the Board of Commissioners review these comments and address the concerns raised by the residents.

Based on our review of the Housing Authority's draft Plan Documents, it is apparent that many provisions of the documents do not comport with applicable Federal, State, and/or local laws. Moreover, we are concerned by a trend in the documents towards increasing the number of affirmative obligations placed on the residents, coupled with establishing unrealistically short deadlines to comply with those obligations. This trend heightens the likelihood that the Housing Authority will terminate residents' assistance or tenancies for innocent missteps or omissions, and creates the prospect of selective enforcement.

Our comments address the areas of greatest concern and confusion in the documents, as the time allotted was insufficient for a line-by-line review. In this respect, we note that the draft

United Way

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Comments on HACA's 2010 Plan Documents

Comments provided by Legal Aid Bureau, Inc.,
on behalf of the Resident Advisory Board of HACA

Part 1:.....Lease
Part 2:.....Grievance Policy
Part 3:.....ACOP
Part 4:.....Five-Year and Annual Plans
Part 5:.....Section 8 Admin Plan

Part 1: Comments to HACA's 2010 Proposed Lease

These comments address the areas of greatest concern or confusion in the proposed Lease Agreement. We are particularly concerned by the large number of proposed lease provisions that violate applicable federal regulations or State law. We are also concerned by the increasing number of affirmative obligations placed on the residents, which create the prospect of breach of lease actions for innocent missteps and of selective enforcement. Absence of comments as to any specific provisions is not intended to express an endorsement of those provisions.

We have placed some of the most serious concerns first, followed by several other concerns section-by-section.

The Lease Should Contain a "Footer" Stating the Date and Resolution Number of Its Approval By the Board of Commissioners

We have recently learned that several conflicting different versions of the HACA lease may be in circulation, and Pennrose Properties has begun utilizing an unapproved lease for the Obery Court Phase I development. HACA must end the practice of using "rogue" leases that have not been approved by the Board after due notice and comment by residents pursuant to 24 C.F.R. § 966.3. In order to ensure that residents are being offered the current, approved lease, the Board should keep a copy of each lease it approves in the Board's records, and every copy of the approved lease should contain a "footer" on each page stating the date and Board resolution number by which it was adopted.

The Federal Regulations Specifically Limit the Permissible Reasons for HACA to Evict a Tenant—HACA Cannot Expand Upon the Federal Regulations in the Lease

In general, **Paragraph 18.B** of the draft lease impermissibly expands the allowable bases for termination set forth in federal regulations. The proposed lease paragraph states: "Such serious or repeated violations of terms of the Lease shall include, *but not be limited to*, the following...." (Emphasis added). However, 24 C.F.R. §

explains that an interim reporting system, such as is proposed in the draft lease, "can be extremely staff intensive, requiring that staff obtain third-party verifications on many small changes in income as well as processing the change in rent." *Id.* at 162. HUD also notes that a policy of not requiring interim reporting "can serve as an incentive for families to improve their economic circumstances," because families will realize the full financial benefit of any increase in employment income until the next annual recertification. *Id.* at 161.

Because the financial and organizational costs of the proposed change strongly outweigh the benefits, HACA should not implement interim income reporting.

The Draft Lease Raises the Amount of Security Deposit Above the Level of Affordability for Low-Income Families

Under the current HACA lease, the security deposit is the greater of $50 minimum or one month's rent, up to a maximum of $200. But under **Paragraph 8.G** of the draft proposed lease the security deposit would be set at a minimum of $500, up to a maximum of a full month's rent. A frequent barrier for low-income families to move to new housing is the need to pay large up-front sums for first-month's rent and/or security deposits. This ten-fold increase in the minimum amount of the security deposit payable to HACA ironically will likely price many low-income families out of admission to public housing. The provisions of the current lease should be retained.

HACA Must Give the Correct Amount of Notice of Lease Terminations As Required By Federal and State Law, and Cannot Create Its Own Exceptions to Those Requirements

The first clause of **Paragraph 18.C.2** of the draft lease affirmatively states that HACA will give 14 days' notice of termination for breaches that threaten health or safety. To that extent, the provision is largely consistent with State law, specifically Md. Code, § 8-402.1(a)(1)(i)(2)(B) of the Real Property Article. However, the new Lease clause applies to threats to the safety of "neighbors in the immediate vicinity of the development," which exceeds the provisions of State law. The reference to neighbors should be deleted.

More seriously, Paragraph 18.C.2 proceeds to add a "laundry list" of other breaches for which HACA will only give 14 days' notice of termination. This violates both State law and federal regulations. Section 8-402.1(a)(1)(i)(2)(A) of the Real Property Article mandates 30 days' notice of termination for all breaches that do not threaten health or safety. Moreover, 24 C.F.R. §§ 966.4(*l*)(3)(i)(B) and (C) provide for "[a] reasonable period of time considering the seriousness of the situation (but not to exceed 30 days)" in the case of certain defined breaches, and "30 days in any other case" for all other breaches, unless "a State or local law allows a shorter notice period" (which, as noted, State law does not). This provision should be extensively revised to accord with State law and federal regulations.

"banned list" is unreasonable and unduly burdensome to residents. At the very least, the quoted section should be amended to state that a resident shall not invite a banned person *if the resident has actual knowledge of the banning.*

The Draft Lease's Attorney's Fee Provisions Should Be Eliminated Because It Is Unconscionably One-Sided, and in Any Event, Maryland Law Does Not Permit Collection of Attorneys' Fees in Failure-to-Pay-Rent or Breach of Lease Actions.

Paragraph 22.C ("Attorneys' Fees") newly provides: "In any legal action by HACA against Resident to enforce any provision of this lease in which HACA prevails, the Resident shall be responsible for HACA's reasonable costs and attorneys' fees associated with that legal action." This provision should be deleted altogether or substantially revised, because as written, it is unconscionably one-sided and contradicts State law.

First, the provision is one-sided, because rather than allowing attorneys' fees for any prevailing party, it only allows attorneys' fees for HACA. This provision departs from the ordinary "American rule" that each side pays its own attorneys, but does so only in favor of one party (HACA), which party is also the drafter of the Lease. The Lease is an adhesion contract, presented on a "take it or leave it" basis to residents of public housing who generally do not have the financial means to obtain other housing on the open market. Thus, a provision that so heavily favors the drafter of the Lease is unconscionable and likely unenforceable.

Second, State law does not allow an award of attorneys' fees in summary ejectment proceedings for failure to pay rent, in the case of a residential tenancy. *See* § 8-401(c)(2)(iv)-(v) of the Real Property Article; *Law Offices of Taiwo Agbaje, P.C. v. JLH Properties II, LLC*, 169 Md. App. 355 (2006); 2007 Md. Laws ch. 236 (amending § 8-401 in response to *Taiwo Agbaje* to permit an award of attorneys' fees only in cases of nonresidential leases). Nor does the breach of lease statute, § 8-402.1(b)(1) of the Real Property Article, empower the court to award attorneys' fees in breach of lease cases (the statute authorizes only a judgment of possession and a judgment for costs).

Accordingly, this proposed Lease provision should be eliminated. Alternatively, it should be amended to provide for an award of attorneys' fees to any prevailing party.

Federal Law Requires That HACA's Lease Contain Provisions Implementing the Requirements of the Violence Against Women Act (VAWA)

The Violence Against Women Act and Justice Department Reauthorization Act of 2005 protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. These provisions apply both to public housing agencies administering public housing and Section 8 programs and to owners renting to families under Section 8 rental assistance programs.

"resident," to mean not merely the persons who reside in the unit, but rather the legal tenants. As noted above, "resident" should be changed to "tenant."

DWELLING UNIT – 3

- This section references "paragraph 13.I" as an additional area assigned to the tenant for his or her exclusive use. However, nothing is "assigned" in paragraph 13.I (which concerns the common areas of the property given to tenants' joint, not exclusive, use).

USE OF UNIT BY MEMBERS OF HOUSEHOLD ONLY – 6

- HACA's change to its guest policy uses colloquial term "stay" without specifying whether this term is intended to mean an overnight guest visit or something else. As it is written this policy is vague and will lead to confusion by tenants. The same paragraph forbids a guest to "stay" in the unit over 14 days in any month, or 30 days in any 12 month period. This limit creates an arbitrary and an unreasonable restriction on residents' rights. (E.g., anyone who has weekend guests more than 15 times in a year will violate the lease).

- To require that residents report to HACA that a particular guest (day or overnight) is a parolee, probationer, or sex offender places an unreasonable burden on residents. Where there is no legal restriction on a guest's presence in the unit, HACA may not force residents to report the criminal status of their guest. Moreover, the "one business day" notification requirement is an insufficient period of time in which to notify HACA. There is no mention of any minimum time period of which the guest must be present to invoke this rule. Residents must not be subject to eviction for failing to notify HACA of information of which they do not have personal knowledge. A requirement to notify HACA within one business day may not be reasonable for guests who are on the premises briefly but not overnight.

ADDITIONS TO AND DELETIONS FROM THE HOUSEHOLD – 7

- In **Paragraph 7.A,** the definition of "guest" should be amended to replace the term "resident" with the term "tenant" so that it conforms to the definition of "guest" as provided by the applicable federal regulations found at 24 C.F.R. § 5.100. As noted, the Federal regulations differentiate the term "tenant" from any other resident members of the tenant's household.

- As an additional exception to the requirement that residents obtain advance written approval from HACA for additions to family composition, **Paragraph 7.B** should add additions due to court-awarded custody or under emergency circumstances, such as the emergency placement of a child into the household by the Department of Social Services.

termination, the Authority shall not take the proposed action until time to request such a hearing has [passed] and (if hearing was timely requested) the grievance process has been completed." HACA must follow federal regulations governing grievance procedures.

- **Paragraph 11.B** should be modified to clarify that modification(s) of HACA's Grievance Procedure must be made through the notice and comment process provided under federal regulations.

HACA'S OBLIGATIONS – 12

- In **Paragraph 12.C**, after "guests," insert "and did not arise from normal wear and tear."

OBLIGATIONS OF RESIDENT, HOUSEHOLD MEMBERS AND GUESTS – 13

- In the opening paragraph of this section, the definition of "person under resident's control" is overbroad and should be omitted. This term is defined in 24 C.F.R. § 5.100, and the proposed lease's definition does not conform to the federal definition. Moreover, whether an individual meets the definition is subject to proof on a case-by-case basis.

- **Paragraph 13.B** ("Mail Drop"): As a practical matter, the language "Not to knowingly permit" imposes an unduly burdensome affirmative duty in the event that the resident receives the mail of others (a common occurrence). Substitute "Not to give permission for."

- In **Paragraph 13.G** ("Alterations"), insert after "HACA": "a reasonable number of picture hangers excepted." Additionally, in **Paragraph 13.G.4**, the reference to "signs (excluding political signs)" should be deleted entirely, because it is a substantially overbroad restriction on residents' rights to free speech; the proposed exception for "political signs" is insufficient to comply with applicable law.

- In **Paragraph 13.H** ("Community Service"), insert after "law": "subject to any applicable exceptions."

- In **Paragraph 13.O** ("Mold and Mildew"), substitute "reasonable measures" for "positive steps."

CRIMINAL AND DRUG RELATED ACTIVITIES – 14

- To the extent that the language of this section goes beyond the language of the federal regulations (e.g., definition of "other person under resident's control") it violates residents' due process rights and must be deleted or conformed to the language of the federal regulations. Definitions, if included, must be reproduced

- **Paragraph 18.B.6** adds "nuisance" as grounds for termination. "Nuisance" is a legal term of art, and without further context or definition is so vague as to be uninformative to residents. Moreover, eviction on the ground of "nuisance" is not supported by 24 C.F.R. § 966.4(*l*). Finally, the insertion of the word "nuisance" into the sentence at issue renders the grammar and meaning of the sentence unclear. The term should be deleted.

- **Paragraph 18.B.8** misstates applicable federal regulations, which make clear that failure to comply with community service requirements can only be grounds for non-renewal of the lease at the end of a 12-month term, not mid-term termination. *See* 24 C.F.R. § 966.4(*l*)(2)(iii)(D). Moreover, as drafted, the paragraph appears to imply that the ACOP can independently impose a requirement of community service or economic self-sufficiency program participation, beyond the requirements of federal law and regulations. The paragraph should be corrected.

- As drafted, **Paragraph 18.B.9** is overly broad. The paragraph states as grounds for termination, "Failure to allow inspection of the unit." The provision should cross-reference Section 16 of the Lease (Inspection), so as to make clear that only a failure to allow inspection *in accordance with the Lease's inspection provisions* is cause for termination.

- **Paragraph 18.B.10** is new, vague, and overbroad. The paragraph states that "[f]ailure to comply with a court order or written agreement affecting the tenancy" is grounds for termination of the Lease. This provision is not supported by 24 C.F.R. § 966.4(*l*) as grounds for lease termination. Moreover, the provision essentially states a legal conclusion, i.e., that any court order or written agreement that "affects the tenancy" (however that is defined) is a modification of the Lease. Such a determination can only be made by a court of law, based on the facts of each case. This provision should be deleted.

- **Paragraph 18.B.11** is also vague and overbroad. As grounds for termination, the paragraph provides a single word, "[f]raud," without any further definition or context. An appropriate substitution would be to incorporate the language of 24 C.F.R. § 966.4(*l*)(2)(iii)(C), which specifically addresses this topic.

- **Paragraph 18.B.13** purports to govern terminations involving a resident with physical or mental disabilities. This topic is the subject of extensive governing law regarding reasonable accommodations. The new paragraph is not a complete or accurate summary of HACA's responsibilities under existing law, and should be deleted.

- Because **Paragraph 18.H** is phrased in mandatory language ("the notice of Lease termination *shall*..."), it appears to eliminate HACA's discretion to offer a grievance hearing when HACA is not affirmatively required to do so. The provision should be rephrased permissively (i.e., "the notice of Lease termination *may*...").

Part 2: Comments to HACA's 2010 Proposed Grievance Policy

We applaud the Board of Commissioners' initiative in moving to a five-member panel to hear grievances, rather than a single hearing officer. We believe this change will go a long way toward increasing resident confidence in hearing outcomes and reducing the appearance of bias, while increasing HACA's ability to efficiently handle grievance requests (which formerly could be significantly delayed due to the workload demands placed on the single staff member designated as the hearing officer). Nevertheless, the proposed policy fails to comport with federal regulations in certain respects and raises other additional concerns.

The Proposed Time Periods for Residents to Make an Initial Grievance Request or to Request a Formal Hearing Are Too Short

The Housing Authority's current grievance policy allows for a ten-business-day deadline to submit a request to initiate grievance proceedings. But the draft grievance policy would cut this time period in half, and require that any grievance request must be submitted "within five (5) business days of the date of notice of the Housing Authority's action or inaction," Draft Grievance Policy, at p.2, in order to initiate the process for "informal settlement" of grievances. The draft policy also requires that a request for a formal hearing be submitted within 5 business days after receipt of the "summary discussion" that resolves the informal settlement process. Draft Grievance Policy, at p.3.

The proposed shorter five-business-day time limit in the draft policy creates an unreasonable obligation and unfair burden upon HACA tenants. Five business days is not a reasonable amount of time for a tenant to receive and timely respond to a written notice of an adverse action. Tenants who may, for example, be away from their unit for just one week will likely miss such a short response deadline. Five business days also does not allow for predictable delays beyond the tenant's control, such as slow mail delivery, or notices not timely mailed by HACA once written (a recurring problem which has been noted by this office). As a practical matter, five business days is also utterly inadequate for a tenant to seek representation or advice of counsel as to how or whether to respond to an adverse action. Indeed, in many cases we have found that the current ten-day deadline is impractical, for all of the foregoing reasons.

The federal regulations have no language indicating how much time the tenant is allotted to invoke the right to an informal conference after receiving a notice of an adverse action. *See* 24 CFR § 966.54. For requesting a <u>formal</u> hearing after the informal conference, the regulations require that the tenant be given "reasonable time." *Id.* § 966.55(a).

The proposed five-business-day policy does not further the intent or purpose of the federal regulations to settle tenant grievances informally whenever reasonably possible, and it appears to be designed to increase the likelihood that such a deadline will be inadvertently missed, thereby increasing the number of matters that proceed directly to

The Proposed Process for Selection of Hearing Panel Members Does Not Comport with Federal Regulations

The draft policy states that the hearing panel shall be composed of "five impartial individuals appointed by the Executive Director. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one shall be a representative of the Mediation Center."* Draft Grievance Policy, at p.2.

This method of selection appears to violate the applicable federal regulations, which require that "the PHA shall consult the resident organizations before PHA appointment of <u>each</u> hearing officer or panel member." 24 C.F.R. § 966.55(b)(3) (emphasis added).

Moreover, although the policy contains a recusal policy, the recusal policy does not state the one recusal criterion that is mandated by the federal regulations: the persons who hear a particular grievance must not be persons "who made or approved the PHA action under review <u>or a subordinate of such person</u>." 24. C.F.R. § 966.55(b)(1) (emphasis added). This mandatory requirement must be added to the policy. Additionally, the proposed policy's requirement that a resident panel member "who resides in the same housing development" as the aggrieved resident will too frequently result in hearings containing no resident representation if only one panel member is a resident.

We also note that the policy contains no requirement of legal training for any panel member. In light of the need for hearings to comply with various components of procedural due process, and the fact that in our experience hearing decisions frequently turn on the interpretation of federal regulations or statutes, we recommend that hearing panels include at least one attorney (who does not have a concurrent attorney-client relationship with HACA or the aggrieved resident). A requirement that grievances be heard by persons licensed to practice law is a frequent component of grievance policies of other PHAs, including policies instituted as part of consent decrees for the enforcement of due process requirements of the hearing process.

Finally, we note that the draft policy seems unclear as to whether there will be one five-member hearing panel, or whether a new panel will be constituted for each grievance. The requirements of resident input into appointment of each panel member (as noted above) make impractical the constitution of a new panel "from scratch" for each grievance, but the Housing Authority may wish to consider appointing a pool of more than five members, from which appropriately-constituted five-member panels could be drawn. This would allow more grievance hearings to proceed with a full complement of

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* The definition of the hearing panel seems internally inconsistent, because the policy also requires that "[t]hree (3) members of a hearing panel shall be HACA staff members," which renders meaningless the "at least" qualification for the number of proposed RAB and Mediation Center members. It is also unclear what organization the policy refers to with the phrase "Mediation Center," although we assume that the Anne Arundel Conflict Resolution Center is the intended entity.

Under the Federal Regulations, Grievance Panel Decisions Are Appealable to the Board of Commissioners, Not the Executive Director

The draft policy states that the resident may appeal a hearing panel decision to the Executive Director. Draft Grievance Policy, at p.6. This contradicts the applicable federal regulations, which provide a right of appeal "within a reasonable time" to the "PHA Board of Commissioners" (emphasis added), but otherwise provide that the "decision of the ... hearing panel shall be binding on the PHA...." 24 C.F.R. § 966.57(b). The policy should be revised to comport with the regulations.

HACA Should Institute a Policy of Electronic Audio Recording of All Grievance Hearings

The federal regulations provide that either the complainant or the PHA may arrange "at the expense of the party making the arrangement, for a transcript of the [grievance] hearing." 24 C.F.R. § 966.56(g). In order to facilitate the preparation of transcripts of proceedings, and generally to promote the creation of a complete record of grievance proceedings, we request that HACA add a provision to its grievance policy that an electronic audio recording will be made of every grievance hearing, and the electronic recording will be made a part of the permanent record of the proceeding, available for future listening or transcription by any interested party. Such a provision, which has been instituted by many other PHAs, will facilitate evaluation of the performance of hearing panel members, will promote the creation of a complete record of proceedings, and will eliminate confusion, delay, and expense caused by case-by-case requests for hearing transcription.

HACA Should Adopt Further Procedures Regarding Handling of Tenant Files and Creation of Grievance Proceeding Records to Ensure Compliance with Federal Regulations Governing the Grievance Process

Several federal regulatory provisions effectively require that grievance hearing records be kept separately from regular tenant files. The PHA is required to afford a complainant "[t]he opportunity to examine before the grievance hearing any PHA documents, including records and regulations, that are directly relevant to the hearing," and "[i]f the PHA does not make [a] document available [to] the complainant, the PHA may not rely on such document at the grievance hearing." 24 C.F.R. § 966.56(b)(1). In turn, the hearing panel must render its "decision based solely and exclusively on the facts presented at the hearing." *Id.* § 966.56(b)(5). The complainant has the right "to confront and cross-examine all witnesses upon whose testimony or information the PHA...relies." *Id.* § 966.56(b)(4).

The regulations also envision that each PHA will adhere to precedents established in its grievance proceedings, by providing that "[a] copy of each decision, with all names and identifying references deleted, shall...be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the hearing panel," *id.* § 966.57(a), and in turn providing that the "hearing panel may render a

Other Concerns

- **Definition of Terms, Generally.** HACA has defined several terms so as to differ from the language with which those terms are defined in the federal regulations (e.g., "Complainant," "Grievance"). HACA should use the language contained in the federal regulations without alteration.

- **Grievance Definition.** This definition substitutes the term "resident" for the term "tenant" as it is defined in the applicable federal regulations. For clarity, accuracy and to ensure that HACA's policies meet the obligations imposed by the applicable federal regulations, we recommend that HACA not substitute its own terminology for terms which are defined by the governing regulations. Also, HACA's definition of "grievance" has substituted the term "HUD regulation" for "PHA regulation." Certainly, the grievance procedure is an appropriate venue for resolving HACA's failure to follow applicable HUD regulations in individual cases. However, by using the phrase "PHA regulations," the federal provisions make clear that the grievance process applies to tenant grievances concerning HACA's application of <u>its</u> <u>own</u> regulations (ACOP), as well.

- **Waiver of Informal Settlement for Good Cause.** The draft policy states that "the failure of the resident to submit a request for informal discussion within the [applicable] time period ... or to appear for the informal discussion shall terminate the resident's right for a grievance hearing...." This language should be qualified as required by 24 C.F.R. § 966.55(d), to state that "if the complainant shall show good cause why he failed" to request an informal discussion, the requirement may be waived by a hearing panel.

- **Failure to Include Mandatory Waivers for Escrow Payments.** The section regarding escrow fails to include the provision mandated by the federal regulations that requires the Housing Authority to waive an escrow deposit based on financial hardship, *see* 24 C.F.R. § 5.630, or due to a welfare benefits reduction, *see* 24 C.F.R. § 5.615. HACA should include language in this section that where escrow is required in order to obtain a grievance hearing, HACA will waive the requirement in accordance with applicable federal regulations. Tenants should be advised of their right to request a waiver in cases where an escrow deposit is required in order to obtain a hearing.

- **Procedures Governing the Hearing.** This section omits an essential requirement of the procedures governing the formal grievance hearing as provided by federal regulations at 24 C.F.R. § 966.56(b)(4), which mandates that the hearing afford the complainant "[t]he right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies." Moreover, the section inexplicably shortens the amount of time a hearing panel may postpone the hearing if the complainant fails to appear from five business days, *see* 24

Part 3: Comments to HACA's 2010 Proposed Admissions and Continued Occupancy Policy (ACOP)

As an overall comment to the proposed ACOP, we note that the document is a complete rewrite of the ACOP that is currently in use. As such, it has been essentially impossible to track all of the changes that may be proposed from the current version, or to ensure that all federally-required provisions are present. We also note that the document has copious typographical errors, and that the pagination listed in the table of contents does not match the pagination of the document. Many sections are missing, or are missing their section headers.

There is also a general trend in the draft ACOP toward unnecessarily paraphrasing and redrafting language from the federal regulations. Federal regulatory provisions should be quoted *verbatim*, or alternatively simply cited and incorporated by reference, to avoid introducing contrary meanings (incorporation by citation would have the added benefit of reducing the length of the document). We are particularly concerned by the large number of proposed provisions that violate applicable federal regulations or State law. We are also concerned by the increasing number of affirmative obligations placed on the residents, which create the prospect of breach of lease actions for innocent missteps and of selective enforcement. Absence of comments as to any specific provisions is not intended to express an endorsement of those provisions.

Overall, the deficiencies in the ACOP are so many and so great that our recommendation is that the Housing Authority <u>not adopt the proposed revised ACOP at all</u> at this time, and leave the existing ACOP in place while allowing more time for preparation and review of the draft document. With that said, we have prepared several specific comments, which we present section-by-section.

Chapter 1

In Section 1.4 ("Fair Housing Policy," page 8), the draft ACOP states that HACA will not discriminate on the basis of "race, color, sex, religion, national or ethnic origin, familial status, or disability." To this list should be added "sexual orientation" and "lawful income," which are protected classifications in housing under the Annapolis Code of Ordinances, § 11.32.010.

Chapter 2

Section 2.8.4 lengthens the time during which an applicant is ineligible for HACA assistance from three years (under the current ACOP) to five years (this draft) after an eviction from assisted housing for drug-related criminal activity involving personal use or possession for personal use. This makes the period of ineligibility the same as an eviction for drug crimes involving manufacture or intent to sell. A five year ineligibility period exceeds federal regulations, *see* 24 C.F.R. § 960.204(a)(1) (which mandate only a three-year ineligibility) and should be redrafted to conform to the federal

C.F.R. § 960.206(b)(1)(iii). In addition, as already noted, per Annapolis Fair Housing law, "sexual orientation" and "lawful income" should be added to the list of protected categories wherever such are listed in HACA policy statements.

In **Section 4.4,** reporting of "changes in an applicant's circumstances" is now mandatory, where previously it was permissive. This imposes a further reporting burden on applicants, and should be omitted. Moreover, without specific instructions it is not clear to applicants *which* changes in circumstance must be reported.

Chapter 5

In **Section 5.2,** the draft ACOP indicates that "HACA will administer site based waiting lists," but provides only a scant sentence further describing this policy. HACA cannot move to a site-based waiting list system without complying with copious notice, reporting, and internal compliance procedures. *See* 24 C.F.R. § 903.7(b)(2). The statements in the draft ACOP regarding site-based waiting lists fall far short of the level of detail required by the federal regulations, which include the development and submission for review of a "site-based waiting list policy," that includes demographic assessments of each site, a plan for periodic independent testing, *id.* § 903.7(b)(2)(v), and provides for "full disclosure" to applicants of the features and waiting list length of various sites. *Id.* § 903.7(b)(2)(ii). Because HACA has not developed such a plan or complied with the other regulatory prerequisites of moving to a site-based waiting list, HACA cannot utilize site-based waiting lists at this time.

Sections 5.2 and 5.5 impose a 2-calendar day time limit for an applicant to accept an offered unit, which is unreasonably short. HACA proposes to confirm telephone offers made by phone within 2 days by letter. All offers, including those transmitted in person and by telephone, should be confirmed in writing by HACA. Because it can easily take at least 2 calendar days to receive a letter once it is mailed, HACA should allow an applicant more time to accept its offer. Two calendar days is insufficient time to respond to an offer of a unit—or to practically any communications other than on an emergency basis (it should go without saying that on the weekends HACA, like other businesses, is closed for two calendar days). HACA should count the time for accepting an offered unit from the date the written offer/confirmation is mailed to the tenant and provide at least ten working days from the postmark on the envelope for the applicant to respond.

Additionally in **Section 5.6,** the provision entitled "Applicants Unable to Take Occupancy" appears to use the words "take occupancy" when the words "accept the unit" or "accept occupancy" must be intended—HACA surely cannot intend to require that a family move in within two days of offer. This provision should be amended for clarity.

Chapter 7

In the **Introduction,** the draft ACOP mis-cites the applicable federal regulations. There is no "24 CFR part 913"—the applicable provisions are found in 24 C.F.R. part 5.

Pages 51-100

Also in **Section 7.16**, in the unnumbered subsection titled "Temporary Hardship Suspension," where the draft ACOP states that "the Housing Authority may offer the family a repayment agreement," (emphasis added), the word "may" must be changed to "must." Offer of a repayment agreement is mandatory in this situation. *See* 24 C.F.R. § 5.630(b)(2)(i)(D).

In **Section 7.19**, regarding the earned income disregard, the description of the second twelve month exclusion of income should use the language provided in the federal regulations for accuracy, *see* 24 C.F.R. § 960.255. For example, the regulations state that "the PHA must exclude from annual income ... fifty percent of any increase in income..." (compare with the proposed language stating that "the exclusion is reduced to half, or 50 percent, of the increase in income attributable to employment or increased earnings.")

Chapter 8

In **Section 8.4**, the draft ACOP states that family members may not alter or amend required release forms or declarations. At times, it may be necessary for a family to amend the form to comply with reporting requirements. This especially may be true where the family is amending the form on advice of counsel because the form itself violates the ACOP, Lease, or applicable federal regulations. This situation has arisen in the past. The requirement should be qualified accordingly.

Section 8.11.1, regarding verification of status as a victim of domestic violence, does not conform with the Violence Against Women Act (VAWA), as codified with respect to public housing at 42 U.S.C. § 1437d(u). In particular, the draft ACOP's statement that a "certified statement from the victim is not in itself sufficient documentation" of victim status is flatly wrong, as VAWA specifically provides for PHAs to accept self-certification. *See* 42 U.S.C. § 1437d(u)(1)(A), (D). Indeed, HUD has created a certification form, HUD Form 50066, that satisfies the statutory requirements, specifically for PHA use. The form is downloadable from HUD's website at http://www.hud.gov/offices/adm/hudclips/forms/files/50066.doc. Moreover, the provision regarding a "[s]tatement from a professional with expertise in the three categories of violent acts" does not conform to the statute (and it is unclear what "three categories" are referenced). The correct language is found in the statute at 42 U.S.C. § 1437d(u)(1)(C).

Chapter 9

Section 9.1 and 9.2.6 With respect to missed appointments, HACA must ensure that procedures and criteria for assessing any penalties in the recertification process follow those provided in federal regulations. Moreover, HACA must ensure that adequate notice of appointments is given.

Authority. In such cases, HACA's Current Admissions and Continued Occupancy Policy gives residents the right to request a repayment agreement, and authorizes such repayment agreements to extend up to twelve months. *See* current ACOP § 19.0.

The draft ACOP omits any mention of a repayment policy. As Legal Aid noted in a December 2009 letter to the Board and subsequent meeting, HACA's recent practice has honored the letter of the current ACOP, but not its spirit. HACA's unwritten policy (as confirmed by the Executive Director) has been to offer proposals to pay half of a debt immediately, with the remainder to be paid within six months. Advocates have been given conflicting information from case to case regarding whether there is flexibility in the "half-down" requirement or the six-month requirement.

As Legal Aid has noted, for most residents, a repayment agreement that requires a "half-down" up-front payment will be economically impossible for a debt of any substantial size. Additionally, a requirement that a substantial debt be paid within six months is usually not feasible on low-income household budgets, where most residents are by definition paying 30% of their monthly income toward rent. In such cases, a repayment agreement on the terms offered by the Housing Authority is utterly unrealistic, and effectively amounts to a denial of the opportunity to repay the debt. We have encountered many cases in which a resident was unable to comply with the Housing Authority's proposed repayment terms, but was ready, willing, and able to repay under more reasonable terms.

We continue to believe that a one-half-down policy effectively amounts to denial of a repayment agreement. We recommend that HACA adopt a policy of requiring initial downpayment of no more than 20% of the debt, and that HACA allow the remainder of a debt to be paid off over one year, or over two years if the monthly payment under a one-year plan would exceed the amount of the resident's "total tenant payment." In any event, HACA should include an accurate statement of its repayment policy in its ACOP.

Part 4:Comments on HACA's 2010 Proposed Five-Year / Annual Plans

As a general comment, HACA's Proposed Five-Year Plan and Annual Plan are extraordinarily brief and short on specifics. They fall far short of the level of detail that is required or has been provided in previous years' plans. The plans are woefully inadequate even to comment on, let alone approve and implement.

Among other deficiencies, the plans fail to contain HACA's deconcentration and waiting list policies in the detail required by 24 C.F.R. § 903.7(b) (especially with regards to HACA's purported intent to move to a site-based waiting list system; see our comments to the ACOP on this topic). The identification of housing needs under 24 C.F.R. § 903.7(a)(1) is cursory, and the plans fail to identify the concrete ways HACA will address the low-income housing needs of the jurisdiction, as required by 24 C.F.R. § 903.7(a)(2)(ii). There is no statement of needed capital improvements. 24 C.F.R. § 903.7(g). The statements regarding demolition and disposition are perfunctory and devoid of detail (even as to specify, in some case, which developments are planned to be disposed of). 24 C.F.R. § 903.7(h). The plans lack required civil rights compliance certifications. 24 C.F.R. § 903.7(o). These are but some of the most glaring omissions.

Even the data that HACA has provided is practically devoid of detail. Moreover, there are internal discrepancies in the various data presented by HACA. We request that HACA provide details on how the data presented in the Attachments was calculated and reconcile the discrepancies in the numbers. Further specific comments follow.

Section 7.0

This section states that at least one public housing development will be converted to the Project Based program, but fails to identify which project. HACA should identify the development and consult with the Resident Council of that development and with its residents generally regarding the details of implementation, and specifically should take concrete steps to ensure that residents of the converted project-based development will retain the same rights as they hold as residents of public housing and that all existing public housing residents remain eligible for residence.

Attachment A

- HACA should specify in detail how its goals and objectives are going to be implemented.
- In particular, HACA should provide specifics as to what measures it will take to increase the number of employed persons in public housing.

Part 5: Comments on HACA's 2010 Proposed Section 8 Admin Plan

These comments address the areas of greatest concern or confusion in the proposed changes to the Housing Choice Voucher Administrative Plan. We have noted several provisions which do not comport with applicable federal regulations. Additionally, there are numerous typographical, formatting and pagination errors. An absence of comments as to any specific provisions is not intended to express an endorsement of those provisions.

Section 1.1 Fair Housing

There is a line missing from the second paragraph (as compared to the existing plan), which was, most likely, a typographical error. The phrase "excluded from participation in, be denied the benefits of, or be" should be inserted after "...or disability be..." and before "...otherwise...."

Additionally, please see our comments to Chapter 1 of the draft ACOP.

Section 1.4

The paragraph following 1.4(C)(1) should be indented and labeled "2."

Section 2.3 Obligations of the Participant

Paragraph 2.3(C) adds to the existing language the following statement "[a]ll emergency inspections will be performed and corrected by landlord within 24 hours of inspection." While participants are generally given a 48-hour notification of an HQS inspection, this provision allows for an "emergency inspection" but does not provide any standard as to what might constitute an "emergency." Additionally, as written, the sentence makes no sense in that it could be interpreted to mean that "all emergency inspections will be performed...within 24 hours of inspection."

There is a formatting error on the sub-sections contained within Section 2.3. The lettered paragraphs stop after "D" and several of the remaining paragraphs cross-reference paragraphs that are no longer numbered. (See the paragraphs in the existing plan.)

Section 3.0 Eligibility for Admission

The numbering of the paragraphs should be reformatted. For example: on page 15, section 3.2(7)(a) should be 3.2(B); on page 16, 3.2(D) should be 3.2(B)(2); on page 17, 3.2(C)(E) and (F) should be 3.2(C)(2) and (3).

Section 6.2

The numbering of the paragraphs should be reformatted. There are two subparagraph "F", and the first one should be a "D."

Section 6.3

The first paragraph should cross-reference section "22" not "21."

Section 6.4

This section shortens the term of a voucher from 90 days to 60 days. Given HACA's recognized difficulty in locating landlords who will agree to participate in the Housing Choice Voucher program, the term of the voucher should remain at 90 days.

Section 7.0

This section impermissibly addresses owner claims for damages. Section 7.0 states: "The Housing Authority of the City of Annapolis will issue the family a new voucher if the family does not owe *the previous landlord*, Housing Authority of the City of Annapolis, or any other Housing Authority money..." (emphasis added). Inclusion of the phrase, "the previous landlord," is inconsistent with current federal regulations governing public housing agencies administering the housing choice voucher program and it should be deleted. A PHA's denial of a move with continued assistance is considered PHA denial or termination of assistance for the family under applicable federal regulations. 24 C.F.R. § 982.552(a)(2). Grounds for denial or termination of assistance (including denial of a move with continued assistance) are listed exhaustively at 24 C.F.R. § 982.552(c)(1). Permissible grounds include "(v) [i]f the family currently owes rent or other amounts *to the PHA or to another PHA* in connection with Section 8 or public housing assistance under the 1937 Act...." 24 C.F.R. § 552(c)(1)(v) (emphasis added). They do not include alleged debts or claims by a landlord as a basis for denial or termination of assistance (including denial of a move with continued assistance). This important distinction was specifically articulated when a Final Rule was enacted in 1995, eliminating the right of a section 8 owner (landlord) to claim reimbursement from the PHA for damages or other amounts owed by the tenant under the lease. As stated in the final rule, *"[s]ince HAs will not pay owner claims, HAs will not deny or terminate assistance for failure to pay such claims."* 60 F.R. 34675-76 (July 3, 1995) (emphasis added). The landlord's recourse may be through Maryland's Security Deposit Law (Md. Code, Real Property 8-203) or other civil law. *See also* 24 C.F.R. § 982.313 (security deposit, amounts owed by tenant).

Section 9.3 Exclusions from Income

This section fails to include the exclusion/disallowance sited in 24 CFR § 5.617 – Self-sufficiency incentives for persons with disabilities –Disallowance of Increase in

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

1.0 PHA Information

PHA Name: Housing Authority of the City of Annapolis PHA Code: MD001

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

PHA Fiscal Year Beginning: (MM/YYYY): 7/1/2009

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

Number of PH units: 1104 Number of HCV units: 200

3.0 Submission Type

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

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

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

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

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

The Housing Authority of the City of Annapolis strives to provide quality affordable housing in safe, attractive communities for eligible families, the elderly and persons with disabilities based on need and income. HACA expects all residents to make a positive contribution to their communities and work with HACA to make them good places to live. HACA encourages residents to seek a better life for themselves and their families by providing supportive services through partnerships with local service organizations.

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.

See attachment A

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Admissions Policy, Women Against Violence Act, Grievance Policy, Local Preferences and the Housing Choice Voucher Administrative Plan

(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. HACA Administrative Office, Site Management Offices-Eastport and Harbour House, Robinwood, Glenwood and Bloomsbury Square. Additionally, the plan can be reviewed on HACA's website: www.hacamd.org.

There have been no revisions to the Plan elements since the last Annual Plan submission

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.* HACA will engage in predevelopment, development and construction activities at Obery Court, College Creek Terrace, Annapolis Garden and Bowman Court. It is anticipated that there will be relocation, demolition and/or construction activities during the Plan Year. With respect to Annapolis Garden, the disposition activity will include disposing of 63 buildings for redevelopment purposes, demolition of plumbing system, electrical system, windows, and bathrooms. Demolition and disposition at College Creek Terrace and Obery Court will involve the razing of 12 units at College Creek Terrace and 28 units at Obery Court. Disposition will involve the sale of land to public housing residents for homes that will be constructed by Habitat for Humanity. It is further anticipated that the mixed finance proposal for Annapolis Gardens and Bowman Court will be submitted to HUD by September 2009.

The Authority does not anticipate the conversion of any public housing during the plan year.

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).** [X] 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. See Attachment B- D

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.** See Attachments E
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. See Attachment F (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" See attachment G

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)
12.0	*Under Asset Management.* HACA will engage in predevelopment, development and construction activities at Obery Court, College Creek Terrace, Annapolis Garden and Bowman Court. It is anticipated that there will be relocation, demolition and/or construction activities during the Plan Year. With respect to Annapolis Garden, the disposition activity will include disposing of 63 buildings for redevelopment purposes, demolition of plumbing system, electrical system, windows, and bathrooms. Demolition and disposition at College Creek Terrace and Obery Court will involve the razing of 12 units at College Creek Terrace and 28 units at Obery Court. Disposition will involve the sale of land to public housing residents for homes that will be constructed by Habitat for Humanity. It is further anticipated that the mixed finance proposal for Annapolis Gardens and Bowman Court will be submitted to HUD by September 2009. All remaining units (790)will under annual Uniform Physical Condition Inspections and repairs will be made to reinforcement each unit in an effort to provide continued low-income housing for the City of Annapolis. Additionally, HACA will carry out capital improvements as outlined and it's Capital Fund Plan.
13.0	Under the Women Against Violence Act, the Housing Authority of the City of Annapolis has developed an informational brochure to include certification and complaint notices. HACA has researched available resources to support affected families and the information is reviewed with all adult residents of the house-hold during annual recertification.

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

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

Instructions form HUD-50075

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

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

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

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

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

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

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the exten**t 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.

9.11 FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

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

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

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the preference system. If permitted by the court order, the HACA may offer the family a housing voucher.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 THAN TWO ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2*
1	1	2
2	2	4
3	3	6

4	4	8
5	5	10
6	6	12

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families or legally married couples with no children*

In determining bedroom size, The Housing Authority of the City of Annapolis will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

A. Children of the same sex **may** share a bedroom.

B. Children of the opposite sex, both under the age of five **(5)** may share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority of the City of Annapolis will allow the smaller size unit so long as generally no more (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for three (3) years or until the family size changes, whichever may occur first.

B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority of the City of Annapolis will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.2 SELECTION FROM THE WAITING LIST

The Housing Authority of the City of Annapolis shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. (See attachment "A" for a listing of HUD area median incomes for 1-28-04). To insure this requirement is met HACA shall perform quarterly quality assurance monitoring of incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

The Housing Authority of the City of Annapolis will offer Senior Housing and services for the Glenwood development. Senior Housing is defined as persons 62 years of age or older and Disabled persons 62 years of age or older. Current residents of Glenwood who are non senior and/or non senior disabled will have the opportunity to remain at Glenwood or they may request an administrative transfer to another development, owned and managed by HACA.

10.3 DECONCENTRATION POLICY

It is The Housing Authority of the City of Annapolis's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Housing Authority of the City of Annapolis will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

10.4 DECONCENTRATION INCENTIVES

The Housing Authority of the City of Annapolis may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.5 OFFER OF A UNIT

The HACA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is called HUD Plan "A".

Under this plan, the HACA will administer site-based waiting lists. Each applicant will have the opportunity to select three developments within its jurisdiction that have available units of suitable size and type in the appropriate type of project. Plan A is based on one unit offer. Applicants will have an incentive to accept the unit offer, based on their selection of a preferred development (s.) Unless the applicant has good cause for refusing the unit offered, the applicant will be removed from the waiting list, once HACA

has made an appropriate unit offer. If the applicant rejects a unit for good cause, the applicant will retain their place on the wait list based on selected location, preference, application date and time. The refusal of the unit and the information justifying the refusal of the unit will remain as part of the permanent resident file.

The HACA 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.

10.6. CHANGES PRIOR TO UNIT OFFER

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

Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The HACA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit. (As defined in 10.6)

The family will take the appropriate place on the waiting list according to the date they first applied.

10.7 TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within 2 working days of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the HACA will send a letter.

Applicants Unable to Take Occupancy

If an applicant 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:

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

- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- For families who have a family member with a disability, inaccessibility to the medical provider or service provider.

- 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.

10.8 REJECTION OF UNIT

If in making the offer to the family The Housing Authority of the City of Annapolis skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If The Housing Authority of the City of Annapolis did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. (As defined in 10.7).

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

10.9 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine damage charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant’s file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and The Housing Authority of the City of Annapolis will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident’s copy of the lease.

<u>The family will pay a security deposit at the time of lease signing. The security deposit will be equal to $50.00 or one month’s Total Tenant Payment, whichever is greater, but not to exceed Two Hundred ($200.00) Dollars.</u>

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, The Housing Authority of the City of Annapolis counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, The Housing Authority of the City of Annapolis subtracts all mandatory deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means 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.

Annual income includes, but is not limited to:

A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

C. Interest, dividends, and other net income of any kind from real or personal

property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance.

1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying

a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. 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);

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;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. 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);

3. 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;

4. 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 initiatives coordination. No resident may receive more than one such stipend during the same period of time;

5. 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;

6. Temporary, nonrecurring or sporadic income (including gifts);

7. 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;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

        i. Is authorized by a Federal, State or local law;
        ii. Is funded by the Federal, State or local government;
        iii. Is operated or administered by a public agency; and
        iv. Has as its objective to assist participants in acquiring employment skills.

    b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

    a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

    b. Families whose income increases during the participation of a family member in any family self-sufficiency program.

    c. Families who are or were, within 6 months, assisted under a State TANF program.

    (While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. 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;

14. 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

15. Amounts specifically excluded by any other statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    a. The value of the allotment of food stamps

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

    c. Payments received under the Alaska Native Claims Settlement Act

    d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes

    e. Payments made under HHS's Low-Income Energy Assistance Program

    f. Payments received under the Job Training Partnership Act

    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

    i. Amount of scholarships awarded under Title IV including Work Study

    j. Payments received under the Older Americans Act of 1965

    k. Payments from Agent Orange Settlement

    l. Payments received under the Maine Indian Claims Act

    m. The value of child care under the Child Care and Development Block Grant Act of 1990

    n. Earned income tax credit refund payments

o. Payments for living expenses under the Americorps Program

p. Additional income exclusions provided by and funded by The Housing Authority of the City of Annapolis

The Housing Authority of the City of Annapolis will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent;

B. $400 for any elderly family or disabled family;

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

12.0 VERIFICATION

The Housing Authority of the City of Annapolis will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 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, the INS SAVE approval code, and forms signed by the family.

Income information for Public Housing residents will first be verified using HUD's Electronic Verification (EIV) system. If there is a discrepancy between the tenant's reported income and the EIV information then third party verification will be conducted to insure the accuracy of the EIV income data. If there is no discrepancy, then no further verification need be conducted. EIV can not verify child support payments. Child support income will be verified via the third party process.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from The Housing Authority of the City of Annapolis 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 third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, The Housing Authority of the City of Annapolis will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if The Housing Authority of the City of Annapolis has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, The Housing Authority of the City of Annapolis will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, The Housing Authority of the City of Annapolis 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	**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,	Proof of SSI or Social Security

Verification Requirements for Individual Items

Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	SSI, etc	disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
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,	Property tax statement (for

Verification Requirements for Individual Items

Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	etc.	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
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	N/A

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	- whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - 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

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

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

Prior to being admitted or at the first reexamination, all eligible noncitizen 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 or at the first reexamination, all eligible noncitizen must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of the City of Annapolis will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority of

the City of Annapolis will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, The Housing Authority of the City of Annapolis will mail information to the INS in order that a manual check can be made of INS records.

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

Noncitizen 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 noneligible 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 Housing Authority of the City of Annapolis determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizen listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six or earlier if a Social Security Number has been issued.

The best verification of the Social Security number is the original Social Security card. If the card is not available, HACA 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. Driver's licenses, military Is, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. HACA will not require any individual who does not have a Social Security number to obtain a Social Security number, however HACA is required to apply for an alternate tenant identification number assigned by HUD.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Third party verification information must be dated within ninety (90) days of certification or (60) days of 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 Housing Authority will verify and update all information related to family circumstances and level of assistance.

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. 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, at the time of admission to the program.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of”

A. 10% of monthly income

B. 30% of adjusted monthly income

C. The minimum rent as established by the HACA

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

The total tenant payment does not include charges for excess utility consumption or other charges.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon expiration of the 12 month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues then for the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase would have otherwise received.

13.3 MINIMUM RENT

The Housing Authority of the City of Annapolis has set a minimum rent in accordance with HUD regulations. The resident will be required to pay $50.00 as the minimum rent, unless HACA grants an exception due to financial hardship.

MINIMUM RENT HARDSHIP EXEMPTION

HACA has adopted a minimum rent of $50.00 per month, under the following criteria HACA may suspend the minimum rent:

When the family has lost eligibility for or is awaiting an eligibility determination for a government assistance program.

When the family would be evicted because it is unable to pay the minimum rent

When the income of the family has decreased because of changed circumstances including loss of employment

When a death has occurred in the family, and

Other circumstances determined by HACA or HUD

HACA will advise any family who pays the minimum rent of the right to request the exemption. If a family paying minimum rent request a hardship exemption, HACA must suspend the minimum rent, effective the following month. HACA may not evict the family for non-payment of the minimum rent for 90 days following the request for the hardship exemption.

The suspension of minimum rent continues until HACA determines whether or not the hardship is temporary or long term.

If the hardship is verified to be temporary (less than 90 days) HACA will reinstate the minimum rent and offer the family a reasonable repayment agreement of the minimum rent that was suspended.

If the hardship is verified to be long-term (lasting more than 90 days) the minimum rent must be suspended until the hardship ceases. The family may not be evicted for failing to pay the minimum rent while the hardship is occurring.

If HACA denies a resident the minimum rent hardship exemption, the resident is entitled to file a grievance and the HACA may not require the resident to make an escrow deposit to obtain the grievance hearing.

13.4 THE FLAT RENT

The Housing Authority of the City of Annapolis has set a flat rent for each public housing unit. In doing so, the PHA considered the location, quality, size of unit and the age of the unit; and any amenities, housing services, maintenance and utilities. The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy. The PHA must use a reasonable method to determine the flat rent for a unit. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day

notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Housing Authority of the City of Annapolis will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

A. The family was receiving assistance on June 19, 1995;

B. The family was granted continuation of assistance before November 29, 1996;

C. The family's head or spouse has eligible immigration status; and

D. 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 (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority of the City of Annapolis will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, The Housing Authority of the City of Annapolis 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:

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for The Housing Authority of the City of Annapolis. The 95th percentile is called the maximum rent.

B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 UTILITY ALLOWANCE

The Housing Authority of the City of Annapolis shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, The Housing Authority of the City of Annapolis will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to The Housing Authority of the City of Annapolis. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For The Housing Authority of the City of Annapolis paid utilities, The Housing Authority of the City of Annapolis will monitor the utility consumption of each household. Any consumption in excess of the allowance established by The Housing Authority of the City of Annapolis will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Requests for relief from surcharges for excess consumption of The Housing Authority of the City of Annapolis purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by The Housing Authority of the City of Annapolis on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.7 EXCESSIVE UTILITY PAYMENTS

Residents in units where the HACA pays the utilities will be charged for excess utilities if additional appliances or equipment are used in the unit. The charge shall be applied as specified in the lease.

Prior to any utility baseline imposed by the Housing Authority of the City of Annapolis, it will specifically take into account the overall condition of the dwelling unit and the ability of the resident to regulate the utility being consumed, in addition to being individually metered.

Consumption in excess of the established surcharges will be billed monthly to the tenant and is payable upon receipt of each billing cycle.

13.8 PAYING RENT AND SECURITY DEPOSIT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at Housing Authority Administrative Building located at 1217 Madison Street and Glenwood Apartments located at 701 Glenwood Street, Annapolis, MD**.** Reasonable

accommodations for this requirement will be made for persons with disabilities. Partial payments are not accepted. As a safety measure, no cash shall be accepted as a rent payment

All rent not paid by the sixth (6th) day of each month will be assigned a late charge equal to five per cent of the current monthly rent as part of the rent for that month, not to exceed Ten ($10.00) Dollars. Notwithstanding the foregoing, a late charge is not due and collectable until two weeks after the Authority gives written notice to the Tenant of such charges.

The security deposit is an amount equal to fifty (50.00) dollars or one month's Total Resident payment, whichever is greater, but not to exceed two hundred ($200.00) dollars.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or in the larger metropolitan area (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

A. Family members who are 62 or older

B. Family members who are blind or disabled

C. Family members who are the primary care giver for someone who is blind or disabled

D. Family members engaged in work activity

E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority of the City of Annapolis shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of the City of Annapolis shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of the City of Annapolis shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household

management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority of the City of Annapolis will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, The Housing Authority of the City of Annapolis may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, The Housing Authority of the City of Annapolis will do the following:

A. Provide a list of volunteer opportunities to the family members.

B. Provide information about obtaining suitable volunteer positions.

C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise The Housing Authority of the City of Annapolis whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority of the City of Annapolis will notify any family found to be in noncompliance of the following:

A. The family member(s) has been determined to be in noncompliance;

B. That the determination is subject to the grievance procedure; and

C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Housing Authority of the City of Annapolis will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, The Housing Authority of the City of Annapolis shall take action to terminate the lease.

14.8 REMAINING MEMBER OF TENANT FAMILY – RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the HACA to be living in the unit for at least one year and have been of legal age for the same period or at the discretion of HACA, a lesser period of time. In addition the household member will have to meet current HACA application standards for occupancy to include but not limited to credit check, and criminal background check. 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.

15.0 RECERTIFICATIONS

At least annually, The Housing Authority of the City of Annapolis will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Housing Authority of the City of Annapolis will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, The Housing Authority of the City of Annapolis will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter 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 The Housing Authority of the City of Annapolis taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

B. The amount of the flat rent

C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

F. The dates upon which The Housing Authority of the City of Annapolis expects to

review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, The Housing Authority of the City of Annapolis will send a reexamination letter to the family offering the choice between a flat and a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, The Housing Authority of the City of Annapolis may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with The Housing Authority of the City of Annapolis representative, they may make the selection on the form and return the form to The Housing Authority of the City of Annapolis. In such case, The Housing Authority of the City of Annapolis will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, The Housing Authority of the City of Annapolis will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of”

D. 10% of monthly income

E. 30% of adjusted monthly income

F. The minimum rent as established by the HACA

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Program participants must report the following changes to The Housing Authority of the City of Annapolis between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

Change in Family Composition

A member has been added to the family through birth or adoption or court-awarded custody.

A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority of the City of Annapolis will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Increase in Income

Families must report all increases in income/assets of all household members to the HACA in writing within 30 calendar days of the occurrence**.**

The HACA will conduct interim reexaminations when families report an increase in income of more than $1000.00 annually.

Decrease In Income

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment such as an increase in allowances or deductions. The HACA must calculate the change if a decrease in income is reported.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, The Housing Authority of the City of Annapolis will take timely action to process the interim reexamination and recalculate the tenant's rent.

The HACA will process rent adjustments whenever there is a decrease or increase in income.

Flat Rent Participants

Families paying flat rent are not required to report any increases in income or assets annually. However, the family electing flat rent is required to report increase in income and assets during the scheduled reexamination every three years.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, The Housing Authority of the City of Annapolis may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. To address emergency situations.

B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.

C. To facilitate relocation when required for modernization or other management purposes.

D. To facilitate relocation of families with inadequate housing accommodations.

E. To provide an incentive for families to assist in meeting The Housing Authority of the City of Annapolis's deconcentration goal.

F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 TRANSFER PRIORITIES

1. **Priority 01 – Emergency Transfer:** to address an emergency situation that poses an immediate threat to the life, health, or safety of a Family or one of its members, such as fire in or defects in an occupied unit and to address hate crimes of domestic violence, the safety of witnesses to a crime, or a law enforcement matter. Emergency Transfers will take precedence over new admissions;
2. **Priority 02 – Redevelopment/Modernization:** to facilitate relocation when required by redevelopment, modernization or other management efforts. Redevelopment and Modernization Transfers will take precedence over new admissions;
3. **Priority 03 – Medical Transfer:** to address a verifiable health condition of a Family member;
4. **Priority 04 – Underhoused Transfer:** when the Property Manager with the concurrence of the Director of Affordable Housing determines that there is extreme overcrowding. “Extreme overcrowding exists when the Family size exceeds the maximum number of persons and composition for the number of bedrooms in the unit;

5. **Priority 05 – Overhoused Transfer:** when the Property Manager with the concurrence of the Director of Affordable Housing determines that the tenant is "over-housed" An Overhoused condition exists when the family/resident is in a unit that is too large based on the Family size.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate. Families approved for such transfers will meet the following eligibility criteria:

A. Have been a tenant for three years;

B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;

C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;

D. The family is current in the payment of all charges owed The Housing Authority of the City of Annapolis and has not paid late rent for at least one year;

E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;

F. The family has not materially violated the lease over the past two years by

disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above priorities and within each priority by date and time.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed three (3) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.

B. If the transfer is being made at the request of The Housing Authority of the City of Annapolis and the family rejects two offers without good cause, The Housing Authority of the City of Annapolis will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet The Housing Authority of the City of Annapolis's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer will be borne by the family in the following circumstances:

A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by The Housing Authority of the City of Annapolis in the following circumstances:

A. When the transfer is needed in order to carry out rehabilitation activities; or

B. When action or inaction by The Housing Authority of the City of Annapolis has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with The Housing Authority of the City of Annapolis. This means the

family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, The Housing Authority of the City of Annapolis may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority of the City of Annapolis will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Housing Authority of the City of Annapolis will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS IN TRANSFER POLICY

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

An authorized representative of The Housing Authority of the City of Annapolis and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in The Housing Authority of the City of Annapolis file and a copy given to the family member. An authorized Housing Authority of the City of Annapolis representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be

made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority of the City of Annapolis damages to the unit.

17.1 MOVE-IN INSPECTIONS

The Housing Authority of the City of Annapolis and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The Housing Authority of the City of Annapolis will inspect each public housing unit annually to ensure that each unit meets The Housing Authority of the City of Annapolis's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by The Housing Authority of the City of Annapolis.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, The Housing Authority of the City of Annapolis will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections The Housing Authority of the City of Annapolis will give the tenant at least forty-eight (48) hour written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of The Housing Authority of the City of Annapolis has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 MOVE-OUT INSPECTIONS

The Housing Authority of the City of Annapolis conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

17.9 EGRESS INSPECTION AND REQUIREMENTS

The Housing Authority of the City of Annapolis conducts an annual Egress inspection to ensure that any item(s) that blocks the only entrance or exit to a room or to the unit is removed. Air Conditioner unit must be portable. Window air conditioner units are prohibited. If an Egress violation is noted, the resident will have forty-eight (48) hours to cure the violation. Failure to cure the violation will result in a lease violation subject to lease termination.

18.0 PET POLICY

18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other

than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.2 PETS IN SENIOR BUILDINGS

The Housing Authority of the City of Annapolis will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference.

18.3 APPROVAL

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.

18.4 TYPES AND NUMBER OF PETS

The Housing Authority of the City of Annapolis will allow only domesticated dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered.

Only one (1) pet per unit allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal shall be allowed if at maturity, the breed of that animal is expected to weigh 30 pounds or more.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

18.6 PET DEPOSIT

A pet deposit of $75 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and The Housing Authority of the City of Annapolis reserves the right to exterminate and charge the resident.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or The Housing Authority of the City of Annapolis personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

18.10 REMOVAL OF PETS

The Housing Authority of the City of Annapolis, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

19.0 REPAYMENT AGREEMENTS

When a resident owes The Housing Authority of the City of Annapolis back charges and is unable to pay the balance by the due date, the resident may request that The Housing Authority of the City of Annapolis allow them to enter into a Repayment Agreement. The Housing Authority of the City of Annapolis has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The Housing Authority of the City of Annapolis will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority of the City of Annapolis will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

A. Nonpayment of rent or other charges;

B. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the sixth (6th) of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises;

G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);

H. Destruction of property;

I. Acts of destruction, to include but not limited to defacement, tenant or guest caused fires, removal of any part of the premises, and failure to cause guests to refrain from such acts;

J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of The Housing Authority of the City of Annapolis;

K. Non-compliance with Non-Citizen Rule requirements;

L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority;

M. Residents are prohibited from permitting the use of their respective addresses by anyone other than approved household members;

N. Residents are prohibited from having persons on the Banned HACA list within Respective units, and

O. Failure to comply with Egress safety and inspection requirements

P. Other good cause.

The Housing Authority of the City of Annapolis will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.3 RETURN OF SECURITY DEPOSIT

After a family moves out, The Housing Authority of the City of Annapolis will return the security deposit within thirty (30) days after Tenant moves out. The authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests or to pay the cost of any rent or any other charges owed by Tenant, so long as the 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 dames and or other charges deduction from the security deposit. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

GLOSSARY

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

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

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

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and 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. (24 CFR 5.403)

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

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

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

C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609*)*

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

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

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

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

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

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

other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

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

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to $480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to disaster relief laws. *[1937 Act]*

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of $400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by 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.). (24 CFR 5.100)

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

A. A family with or without children;

B. An elderly family;

C. A near-elderly family;

D. A disabled family;

E. A displaced family;

F. The remaining member of a tenant family; and

G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

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. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

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

more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

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

A. Is determined to be essential to the care and well- being of the persons;

B. Is not obligated for the support of the persons; and

C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or 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. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

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

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"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 Developmental Disabilities Assistance and Bill of Rights Act, which states:

"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. (1937 Act)

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

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. To be considered the remaining member of the tenant family, the person must have been previously approved by the HACA to be living in the unit for at least one year.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: 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 family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

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

a. 30% of the family’s monthly adjusted income;

b. 10% of the family's monthly income; or

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

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

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total, tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in

consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Violence Against Woman Act:

- **Domestic Violence**

  Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person sho is cohabitating with or has cohabitated with victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Dating Violence**

  Violence committed by a persons (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

- **Stalking**
  Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate another person; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as result of; such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

- **Immediate Family**
  Immediate family member is defined to mean, with respect to a person (A) a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the care of a child or any other person living in the household of that person and is related to that person by blood or marriage.

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.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
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
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

U. S. Department of Housing and Urban Development
Office of Housing
OMB Approval No. 2502-0204

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 project-based assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim of domestic violence, dating violence, or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking (collectively "domestic violence") from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf must complete and submit this certification form, or submit the information described below under "Alternate Documentation," which may be provided in lieu of the certification form, within 14 business days of receiving the written request for this certification form by the owner or management agent. The certification form or alternate documentation must be returned to the person and the address specified in the written request for the certification form. If the requested certification form or the information that may be provided in lieu of the certification form is not received by the 14th business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of domestic violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a written request for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

(1) A federal, state, tribal, territorial, or local police or court record; or

(2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

1. Date written request is received from owner or management agent: _____

2. Name of victim:
_____

3. Your name (if different):
_____

4. Name(s) of other family members listed on the lease:
_____

_____
_

5. Name of the abuser:
_____

6. Relationship of the abuser to the victim:
_____

7. Date of incident:
_____

8. Time of incident:
_____

9. Location of incident:
_____

{Page two must be completed and attached to this form.}

Description of Incident:

In your own words, describe the incident (Attach more sheets if needed. Initial and number each attachment.):

This is to certify that the information provided is true and correct, and that the individual named above in Item 2 is a victim of domestic violence, dating violence, or stalking. The incident(s) in question is a bona fide incident(s) of such actual or threatened abuse. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for termination of Section 8 project-based assistance or eviction from assisted property.

Signature _____ Executed on (Date) _____

Pursuant to 42 U.S.C. 1437f(ee)(2)(A), all information provided to an owner or management agent related to the incident(s) of domestic violence, dating violence or stalking, including the fact that an individual is a victim of domestic violence, dating violence or stalking shall be retained in confidence by the owner or management agent and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is:

(1) Requested or consented to by the victim in writing;

(2) Required for use in an eviction proceeding or termination of assistance; or

(3) Otherwise required by applicable law

The U.S. Department of Housing and Urban Development (HUD) under the Public Housing Assessment System (PHAS) measures the performance of public housing agencies on an annual basis. One component of the PHAS is the Management Assessment Sub-System (MASS) which measures the public housing agency's performance in the areas of vacant unit turnaround, Capital Fund, work orders, annual inspection of units and systems, security and economic self sufficiency. Sub-Indicator 5: Security requires a Board adopted policy governing:

The Housing Authority will engage and perform the following:

- Tracking and reporting monthly crime statistics
- Tracking and reporting crime-related issues and problems
- Engage a cooperative partnership for tracking and reporting crime information and data to and receiving statistical information from the Local Police Authorities
- Screening and denying of admission to applicants with a history of crime-related activities, including drug-related activity, crimes of violence, disruptive alcohol abuse behavior, persons listed on the state sex offender's registration list and persons listed on HACA' Banned List.
- Tracking the number of resident evictions for drugs, criminal-related activity to include crimes of violence and disruptive alcohol abuse, which are determined to be on the state sex offender's registration list.

Goals and Objectives Progress Update

Attachment A

PHA Goal: Expand the supply of assisted housing by 3%

PHA Response: The HACA increased its supply by 10 rental units (leased) under the Pennrose Redevelopment Project and 10 homeownership units in progress under Habitat of Humanity of Chesapeake, each homeowner is a public housing resident and have been pre-approved. Occupancy will take place between December 2010 and April 2011**. This number represents an increase to HACA's inventory supply for assisted housing of 2.6%.**

Objectives:

- Reduce Public Housing Vacancy rate to 5%
  PHA Response: HACA's Vacancy rate is 5%
- Leverage private and public funds to create 20 additional housing opportunities in the Clay Street Area
  PHA Response: Under the Clay Street Project 20 additional units have been created.

PHA Goal: Improve the quality of assisted housing

- Improve the agency's Public Housing Assessment Score (PHAS) to Standard
  PHA Response: HACA received a Troubled Designation under the 2009 PHAS with a score of 56%. HACA is currently working to improve its physical conditions and is scheduled for its annual Real Estate Assessment Center inspections (October 29-November 12 2010) and HACA is reviewing the financial score. It is HACA's continued goal and objective to receive a standard rating of 60% and a minimum score of 20 points under physical, post the REAC Inspection for 2010 (10/29-11/12/10) and Financial Score Review.

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  PHA Response: 77 units have been completed and **43 units** have been leased. **The remaining 39 units are on-scheduled to be completed by December 2010.**

PHA Goal: Improve community quality of life and economic vitality.

Objectives:

- Implement measures to Deconcentrate poverty by increasing the number of higher income
  PHA Response: The PHA has a Deconcentration Policy under both Public Housing and its Housing Choice Voucher program. Under the Public Housing Program, resident annual average incomes have increased. Average Income has increased from approximately 11,000 to 13,467 for a total of **754 public housing households**, **288** residents are employed. Under the Housing Choice Voucher program, HACA has offered relocation vouchers to **100 families** affected by redevelopment as a major opportunity to promote Deconcentration. Additionally, HACA has continued to promote Deconcentration through the Nan McKay Housing Choice Voucher Program information during its applicant briefings, jurisdictional maps and outreach to landlords within non impacted areas. To-date 12-relocation families have leased under the Housing Choice Voucher program with 3 families in the housing search process.

- Implement Security and Safety improvements at all properties geared toward reducing crime at a level of less than 10% of the City.
  PHA Response: The HACA has implemented a Memorandum of Agreement with the Annapolis Police Department and under this partnership, arrest under HACA properties, represents 7.5% of the arrests made within the City of Annapolis, for the period of August 2010. January 2009-December 2009 the HACA arrest average was 14.8% of the arrest rate within the City of Annapolis. January 2010 through August 2010 the HACA average arrest rate percentage is 9.98 of the arrests within the City of Annapolis.

- Complete the process to designate Glenwood Hi-Rise as an elderly only property.
  PHA Response: After purging the Public Housing waiting list that yielded less than 50 elderly applicants, the comment received from Legal Aid that questioned the lack of housing resources for the disabled and the overall time-frame it is taking to lease a unit at Glenwood, (average of 2-months) HACA will not continue its efforts to seek elderly designation at this time.

- Improve the curb appeal at all properties but particular along major transportation corridors. HACA has implemented contracted services that have improved the curb appeal at each property to include landscaping.

- **PHA Goal**: Promote self-sufficiency and asset development of assisted house-holds:
  PHA Response: The PHA has coordinated various self-sufficiency initiatives as well as having implemented asset development:
  - ✓ Adult computer training at Harbour House and Eastport and Robinwood Centers
  - ✓ GED training offered to residents through the Annapolis Family Support Center
  - ✓ HACA has worked in partnership to award 7 college scholarships including the Rose Marie Coughlin Scholarship and the Housing Authority Insurance Group Scholarship
  - ✓ Sixteen public housing residents have become homeowners and 10 public housing residents are slated to purchase between December 2010-April 2011 (all pre approved)
  - ✓ 19 local residents have been hired under the various construction contracts and of this number 6 hires are public housing residents
  - ✓ PHA has entered into a Memorandum of Understanding with OIC for adult education and training (including English as second language.)

<u>Objectives:</u>

- Increase the number of employed persons in public housing families by 15%
  PHA Response: HACA could not confirm the baseline number submitted previously. However, the HACA has verified that out of 754 households, 288 residents receive employment income. This number will be used for the baseline for reporting on the next Annual Plan.

- Provide or attract supportive services to improve public housing resident's employability.

1. **PHA Response:** 3-Adult Computer Classes were conducted for residents at the Eastport Community Center and taught by naval volunteers from Ft. Meade. Each class consisted of 4 sessions at the end of which was a graduation and Certificate of Completion.
2. There were also Adult Computer Classes conducted for residents in the Robinwood Community and held at the Robinwood Community Center. These sessions were conducted by Technology Specialists, Inc. with 25 residents having completed training.
3. Resident Services coordinated a guest speaker for the Harbour House/Eastport Terrace Tenants' Association Meeting held on Thursday, July 16, 2009; the speaker was Allan Griffin of the Annapolis Family Support Center; the Center offers GED classes to residents; attendance was 14 residents.
4. A Community Safe Day was held in partnership with the Annapolis Police Department on Saturday, April 17, 2010; various resource vendors were present this date including: the Annapolis Family Support Center; the Anne Arundel Conflict Resolution Center; the Anne Arundel County Health Department as well as material on current job openings from the Maryland Workforce Program.

5. Resident Services participated in Partnership meetings for a grant application on Promise Neighborhoods to include several communities including the Newtowne Twenty Community under the Housing Authority of the City of Annapolis. If the City of Annapolis is awarded this Grant it will encompass pre-natal thru college intense services and mentoring support in this and several other neighborhoods; in cooperation with other stake-holders HACA gathered materials for completion of a Survey which also included resident resources, resume and demographic information on the Community of Newtowne Twenty.
6. A Memorandum of Understanding was entered into by the Housing Authority of the City of Annapolis and the Opportunities Industrialization Center (OIC) concerning the provision of GED classes to Housing Authority residents; classes are held on a semester basis and OIC partners with the Anne Arundel Community College who provide instruction.

- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
  PHA Response: The Housing Authority of the City of Annapolis responds to the needs of seniors and Persons with Disabilities by helping eligible residents access the many resources available in the Annapolis Community. HACA services are provided by two case managers; one part time for Glenwood Hi-Rise and one full-time case manager to serve the other six communities. Following are the resources most commonly used by the senior/disabled residents of the Housing Authority of the City of Annapolis:

1. **DEPARTMENT OF AGING**

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Nurse Case Managers: HACA Case Managers facilitate the interaction between Nurse Case Managers and their clients.

Transportation: HACA Case Managers arrange Department of Aging (DOA) transportation for clients unable to arrange their own transportation. DOA provides bus service for clients to doctors' visits, shopping, etc… HACA Case Managers provide forms/assist with completion of forms for seniors desiring to use area cab services at a reduced rate known as Handicab Coupons.

In Home Personal Care Aides: HACA Case Managers provide support in numerous ways to personal care aides serving their clients. For example: helping resolve housing issues such as infestation (bed bugs) problems. Also the case managers provide information about DOA bonded cleaning people.

Medicaid Waivers: HACA case managers identify those seniors who will benefit from the Medicaid Waiver Program, complete the paperwork and submit it to DSS. Medicaid Waivers will provide the help needed for a senior to remain in their home or arrange for affordable assisted living.

Senior Centers: HACA case managers will arrange for weekly DOA transportation to local Senior Centers, thus encouraging social activities and participation by seniors without their own transportation.

Friends of Arundel Seniors (FAS): HACA case managers make referrals to FAS so residents can receive free bathroom accessible assistance equipment.

2. **ANNE ARUNDEL COUNTY DEPARTMENT OF SOCIAL SERVICES**

Adult Protective Services (APS): HACA case managers will contact APS when a resident seems in danger of harming themselves or others.

Rep-Payee Program: HACA case managers refer and complete needed paperwork so that a person no longer capable of doing so will be supplied with a representative who will handle all of their finances.

Work Training Programs: HACA case managers provide disabled residents with information about Work Training Service Programs.

3. **Maryland Energy Assistance Programs**: HACA case managers refer residents to Anne Arundel Community Action Partnership and Department of Social Services with cut off notices from the Baltimore Gas and Electric Company. Residents are also referred to churches and other organizations for financial assistance.

4. **HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS**

Available Resources: HACA Case Managers identify and complete the necessary forms to allow residents to take advantage of programs such as; Qualified Medicare Beneficiary, Special Low Income Medicare Beneficiary, Medicare D, Lifelines, Maryland Senior Prescription Drug Assistance Program, Meals on Wheels, Hear Now, Legal Aid Services, Annapolis Lion's Club for payment of eye exams and glasses, Anne Arundel County Food Bank for furnishings and clothes, Food Link program (brings food to 3 of HACA's Communities - Glenwood, Newtowne Twenty and Bloomsbury Square), People Helping People for Psychological Issues, Free Cell Phones, Charity Programs at Anne Arundel Medical Center, In House Doctor Visits, Church resources ranging from Church Services to financial aid, weekly HACA Bus Trips for shopping at local stores, variety of specialized services such as Chair Exercise Classes and Ceramics.

Housing Issues: HACA case managers intervene when a resident's behavior or circumstances put them at odds with HACA regulations. These issues range in type from housekeeping issues, language barriers, lack of understanding of HACA regulations, inappropriate behavior, and conflict with other residents to cite a few examples.

YOUTH SERVICES-SELF SUFFICIENCY SKILLS DEVELOPMENT:

The following programs are conducted for the youth of the Housing Authority of the City of Annapolis:

1. The 17 and Under Basketball League (Get Real with Yourself)--40 youth residents participated in the program; thru positive social interaction and mandatory educational workshops on subjects such as computer awareness, conflict resolution and requirements for high school graduation the outcome was to enhance self-awareness and goal setting for the participating youth.
2. The First Christian Church, Mt. Zion Church, Eastport United Methodist Church together provided weekly educational/recreational activities to enhance well-being at the Eastport Community Center for the youth of the Eastport Community on Wednesday evenings.
3. The Homework Club operated under the supervision of the Housing Authority of the City of Annapolis on a daily basis after school in the HACA Community Centers from 4:00 P.M. – 5:00 P.M. during the school year. Youth are assisted with a tutorial program and homework help designed to enhance the educational opportunities of its participants.
4. The Youth Sports Program is seasonal and includes: baseball teams; basketball teams; swimming lessons/swim program; flag football; the benefit of participation on these teams was mind and body recreation; nutritional awareness – benefits included making healthy/wellness choices enhancing both mind and body - raising self-esteem.
5. The Eastport Girls Club was created in 2008 by a local group of women to assist youth (girls between the ages of 11 and 15) in better school performance and expansion of interests; approximately 15 girls participated in the Club and met on Wednesday of each week at the Eastport Community Center during the school year; residents of all communities were invited to join this group; activities included: tutorial programs; mentoring programs; field trips, life skills development and goal setting.

Self Sufficiency-Homeownership:

A Homebuyers Club was formed and residents of public housing, section 8 public, lenders and realtors were invited to share information. During the past fiscal year from July 1, 2009 to June 30, 2010, 6 Homebuyer's Club meetings were held. Topics presented were the Home Buying process, Developing a Monthly Financial Plan, Credit Counseling Assistance, Types of Mortgages, 203-K Mortgage Rehabilitation Loans, $8,000 Tax Credit, Credit Smart Program, City of Annapolis Moderately Price Dwelling Units, First-Time Homebuyers Classes, How to Complete Loan Application, Making Financial Resolutions, working with Real Estate Agents, Buying vs. Renting, How Much House can you Afford, and The Section 8 Homeownership Program. **HACA has had 16 residents to successfully leave public housing for home ownership and 10 additional residents have been pre-approved and scheduled for purchase between December 2010 and April 2011.**

Goals and Objectives Progress Update

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Rep-Payee Program: HACA case managers refer and complete needed paperwork so that a person no longer capable of doing so will be supplied with a representative who will handle all of their finances.

Work Training Programs: HACA case managers provide disabled residents with information about Work Training Service Programs.

3. **Maryland Energy Assistance Programs**: HACA case managers refer residents to Anne Arundel Community Action Partnership and Department of Social Services with cut off notices from the Baltimore Gas and Electric Company. Residents are also referred to churches and other organizations for financial assistance.

4. **HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS**

Available Resources: HACA Case Managers identify and complete the necessary forms to allow residents to take advantage of programs such as; Qualified Medicare Beneficiary, Special Low Income Medicare Beneficiary, Medicare D, Lifelines, Maryland Senior Prescription Drug Assistance Program, Meals on Wheels, Hear Now, Legal Aid Services, Annapolis Lion's Club for payment of eye exams and glasses, Anne Arundel County Food Bank for furnishings and clothes, Food Link program (brings food to 3 of HACA's Communities - Glenwood, Newtowne Twenty and Bloomsbury Square), People Helping People for Psychological Issues, Free Cell Phones, Charity Programs at Anne Arundel Medical Center, In House Doctor Visits, Church resources ranging from Church Services to financial aid, weekly HACA Bus Trips for shopping at local stores, variety of specialized services such as Chair Exercise Classes and Ceramics.

Housing Issues: HACA case managers intervene when a resident's behavior or circumstances put them at odds with HACA regulations. These issues range in type from housekeeping issues, language barriers, lack of understanding of HACA regulations, inappropriate behavior, and conflict with other residents to cite a few examples.

YOUTH SERVICES-SELF SUFFICIENCY SKILLS DEVELOPMENT:

The following programs are conducted for the youth of the Housing Authority of the City of Annapolis:

1. The 17 and Under Basketball League (Get Real with Yourself)--40 youth residents participated in the program; thru positive social interaction and mandatory educational workshops on subjects such as computer awareness, conflict resolution and requirements for high school graduation the outcome was to enhance self-awareness and goal setting for the participating youth.
2. The First Christian Church, Mt. Zion Church, Eastport United Methodist Church together provided weekly educational/recreational activities to enhance well-being at the Eastport Community Center for the youth of the Eastport Community on Wednesday evenings.
3. The Homework Club operated under the supervision of the Housing Authority of the City of Annapolis on a daily basis after school in the HACA Community Centers from 4:00 P.M. – 5:00 P.M. during the school year. Youth are assisted with a tutorial program and homework help designed to enhance the educational opportunities of its participants.
4. The Youth Sports Program is seasonal and includes: baseball teams; basketball teams; swimming lessons/swim program; flag football; the benefit of participation on these teams was mind and body recreation; nutritional awareness – benefits included making healthy/wellness choices enhancing both mind and body - raising self-esteem.
5. The Eastport Girls Club was created in 2008 by a local group of women to assist youth (girls between the ages of 11 and 15) in better school performance and expansion of interests; approximately 15 girls participated in the Club and met on Wednesday of each week at the Eastport Community Center during the school year; residents of all communities were invited to join this group; activities included: tutorial programs; mentoring programs; field trips, life skills development and goal setting.

Self Sufficiency-Homeownership:

A Homebuyers Club was formed and residents of public housing, section 8 public, lenders and realtors were invited to share information. During the past fiscal year from July 1, 2009 to June 30, 2010, 6 Homebuyer's Club meetings were held. Topics presented were the Home Buying process, Developing a Monthly Financial Plan, Credit Counseling Assistance, Types of Mortgages, 203-K Mortgage Rehabilitation Loans, $8,000 Tax Credit, Credit Smart Program, City of Annapolis Moderately Price Dwelling Units, First-Time Homebuyers Classes, How to Complete Loan Application, Making Financial Resolutions, working with Real Estate Agents, Buying vs. Renting, How Much House can you Afford, and The Section 8 Homeownership Program. **HACA has had 16 residents to successfully leave public housing for home ownership and 10 additional residents have been pre-approved and scheduled for purchase between December 2010 and April 2011.**

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

GRIEVANCE POLICY AND PROCEDURE

All grievances concerning the obligations of a Complainant and/or members of the Complainant's household and the Housing Authority of the City of Annapolis ("Housing Authority"), in accordance with the dwelling lease and/or regulations of the United States Department of Housing and Urban Development ("HUD"), which adversely affect the Complainant's rights, duties, welfare or status, shall be resolved in accordance with this "Grievance Policy and Procedure".

RIGHT TO A HEARING

Upon filing a verbal or written request in accordance with this Policy, a Complainant shall be entitled to an informal hearing or a formal hearing before the Hearing Panel as provided herein.

DEFINITIONS

COMPLAINANT shall mean any Tenant, Applicant and/or Section 8 Participant whose grievance is presented to the Housing Authority for an informal settlement or a formal hearing as defined herein.

ELEMENTS OF DUE PROCESS, as used in this Policy, shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

- Adequate notice to the Complainant of the grounds for terminating the tenancy and for eviction
- Right of the Complainant to be represented by counsel at the expense of the Complainant.
- Opportunity for the Complainant to refute the evidence presented by PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Complainant may have.
- A decision on the merits.

GRIEVANCE shall mean any dispute which a Complainant may have with respect to the Housing Authority's action or failure to act in accordance with Complainant's lease, the Admissions Continued Occupancy Plan (ACOP), Section 8 Administrative Plan or other HACA regulations, or HUD regulations which adversely affect the individual Complainant's rights, duties, welfare or status.

HOUSING AUTHORITY or **HACA** or **PHA** shall mean the Housing Authority of the City of Annapolis.

HEARING PANEL shall mean a panel of five impartial individuals appointed by the **Board of Commissioners**. At least one panel member shall be a recommendation of the Resident Advisory Board Advisory Board and at least one shall be a representative of the mediation center.

HUD shall mean the United States Department of Housing and Urban Development.

POLICY shall mean the "Grievance Policy and Procedure" contained herein.

COMPLAINANT shall mean the adult person (or persons, other than a live-in aide):

- Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit;
- Who resides in the unit, and is the remaining head of household of the complainant family residing in the dwelling unit.
- Who is an applicant on the public housing and/or section 8 waiting list and a person who is a participant of the Housing Choice Voucher program.

INFORMAL SETTLEMENT

Any grievance may be personally presented in writing to the Property Manager within ten (10) business days of the date of notice of the Housing Authority's action or inaction (including, but not limited to, notice of lease termination, notice of rent adjustment, monthly statement of rent, and notice of transfer) so that the grievance may be discussed informally and possibly settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to and signed by the complainant and one copy retained in Housing Authority's in the complainant file and the official Grievance file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the

complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

The failure of the complainant to submit a request for a formal discussion within ten-days (10) of the informal summary results shall terminate the complainant's right to a formal settlement under this Policy. However, such failure shall not constitute a waiver of any right of the complainant to contest the Housing Authority's action or inaction or the disposition of a grievance to a formal hearing to the Board of Commissioners or in an appropriate judicial proceeding. Additionally, each complainant and/ or their respective representative(s) have a right to refer complaints to HUD if the complainant believes HACA's action is based on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

The Property or Program Manager may consider the reason(s) for the failure to submit a timely request or appear and may extend the time by which to submit the request or reschedule the informal discussion.

COMPOSITION AND SELECTION OF HEARING PANEL

The hearing panel shall consist of a panel of five impartial individuals appointed by the Board of Commissioners. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one shall be a representative of the Mediation Center. The Complainant representative or any other member on the hearing panel shall not be an employee of the HACA or HACA management agents.

The hearing panel shall be informed of the composition of the hearing panel that will hear the complaint. The notice of panel composition shall be sent at the same time as the notice of the date, time, and place of the hearing. A hearing panel member may be disqualified from sitting on the hearing panel if the member (1) is related to Complainant or any witness who appears on behalf of Complainant or HACA, (2) participated in the decision which is the subject of the complaint. The remaining panel members will judge the merit of any objection and may request a panel member to step down. If a hearing panel member is disqualified, the remaining hearing panel members shall decide the issue. A minimum of three panel members shall constitute a quorum.

The members of a hearing panel shall choose from among themselves a Presiding Officer who shall chair meetings of the panel with full authority to control the conduct of panel proceedings.

PROCEDURE TO OBTAIN A HEARING

Request for hearing. The Complainant shall submit a written request for a formal hearing to the Housing Authority or the development site office within ten 10 business days after receipt of the summary discussion in the informal settlement of grievance. The written request shall specify:

- The reason of the grievance; and
- The action of relief sought

Failure to request a hearing. If the Complainant does not request a formal hearing or fails to submit a timely request for a hearing, then the Housing Authority's disposition of the grievance under the informal settlement procedure shall become final, provided that failure to request a formal hearing shall not constitute a waiver by the Complainant of his right hereafter to contest Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

Hearing Prerequisite. All grievances shall be personally presented in writing, pursuant to the informal procedure as a condition precedent to a formal hearing under this Section, provided, that if the Complainant shows good cause why he/she failed to proceed in accordance with the informal settlement procedure to the Hearing Panel, the provisions of this Subsection may be waived by the Hearing Panel.

Escrow deposit. Before hearing any grievance involving an amount of monthly rent, the Complainant shall pay to the Housing Authority as an escrow deposit, an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. Before hearing any grievance involving an amount of retroactive rent, the Complainant shall pay to the Housing Authority as an escrow deposit, an amount equal to the amount of retro-active rent due to the Housing Authority. In the case of monthly rent, the Complainant shall thereafter deposit the same amount of the monthly rent until the complaint is resolved by decision of the Hearing Panel.

HACA will waive the escrow requirement in the case of financial hardship or a welfare benefits reduction where required under 24 Code of Federal Regulation (CFR) 5.630 or 5.615.

Unless the escrow requirement is waived, the failure to make such escrow payments shall result in a termination of the procedure in this Section, provided, that failure to make payment shall not constitute a waiver of any right the Complainant may have to

contest the Housing Authority's disposition of the grievance in any appropriate judicial proceeding.

Scheduling of hearings. Upon the Complainant's compliance with the requirements of this Section, a hearing shall be scheduled by a Housing Authority staff member promptly within ten (10) days of receipt of the request for hearing, convenient to both the Complainant and the Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be mailed to the Complainant by a representative of the Housing Authority.

Grievance File Management. Upon receiving a request for a grievance hearing or appeal or review of a HACA decision by a Complainant, the Housing Authority shall create a separate file for the Complainant which shall only contain documents related to the grievance hearing. Each grievance file shall be assigned an individual case number.

PROCEDURES GOVERNING THE HEARING

The hearing shall be held before a Hearing Panel as defined above.

The hearing shall be held at the Housing Authority's Central Office or another location as determined by the Hearing Panel.

The Complainant shall be afforded a fair hearing, which shall include:

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

- The rights to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.

- The right to a private hearing unless the Complainant requests a public hearing and the Hearing Panel agree to a public hearing. This shall not be construed to limit the attendance if persons with a valid interest in the proceedings.

- A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Panel may render a decision without proceeding with the hearing if the Hearing Panel determines that the issue has been previously decided in another proceeding.

If the Complainant or the representative of the Housing Authority fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing for a time not to exceed five (5) business days or make a determination that the party has waived their right to a hearing. Both the Complainant and the Housing Authority shall be notified of the determination by the Hearing Panel, provided that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest Housing Authority's deposition of the grievance to the Board of Commissioners and/or in an appropriate judicial proceeding.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Panel shall require the Housing Authority, the Complainant, the Complainant's counsel and other participants or spectators to conduct them in an orderly fashion. Failure to comply with the directions of the Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party by granting or denying the relief sought, as appropriate.

The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include a certified sign language interpreter, reader, and accessible locations and attendants.

If the complainant is visually impaired, any notice to the complainant that is required under this Policy will be in an accessible format and/or an agreeable format for both parties.

DECISION OF THE HEARING PANEL

The Hearing Panel shall prepare a written decision, together with the reasons therefore, within a ten (10) days from the date after the hearing. A copy of the decision shall be sent to the Complainant and the Housing Authority. The Housing Authority shall retain

a copy of the decision in the complainant's Grievance and Complainant folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority and made available for inspection by a prospective complainant, their representative, or the Hearing Panel.

APPEALS

If the decision is in favor of HACA, the Complainant may appeal this decision to the Board of Commissioners in writing within ten (10) working days of Complainant Complainant's of the date of the letter rendering the decision.

The decision of the Hearing Panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the decision of the panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority. If such determination is made, the Executive Director shall notify the Complainant within (15) working days of receipt of the Hearing Panel's decision to include the complainant's right to appeal to the Board of Commissioners, HUD and/or to the appropriate judicial court for review.

A decision by the panel in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or part shall not constitute a waiver of, nor affect in any matter whatever, the rights of the Complainant to a trial or judicial review in any proceedings, which may thereafter be brought in the matter.

PHA EVICTION AND/OR DENIAL ACTIONS

If a complainant has requested a hearing in accordance with the Policy on a complaint involving a Housing Authority notice of termination of tenancy and the Hearing Panel uphold the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action to State or local court until it has served a notice to vacate to the complainant, and in no event shall the notice to vacate be issued prior to the decision of the Hearing Panel having being mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that if the complainant fails to quit (leave) the premises within the applicable statutory period or on the termination date appropriate action will be brought against the respective complainant and he/she may be required to pay court costs and attorneys' fees.

APPLICABILITY

This grievance procedure is applicable to all individual grievances which a Complainant may have with respect to the Housing Authority's action or its failure to act in accordance with the individual Complainant's Lease, HUD and/or Housing Authority regulations which adversely affects the individual Complainant's rights, duties, welfare, or status except that this procedure shall not be applicable to any termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other complainants or employees of the Housing Authority;
- Any violent or drug-related criminal activity on or off such premises;
- Any criminal activity that resulted in felony conviction of a household member.

HUD has determined that the Maryland procedure for: (1) and action for summary eviction in District Court under MD Code Ann., Real Property, Sections 8-401 to 403; (2) An eviction for ejectment in Circuit Court under MD. Code Ann., Cts. 7 Jud. Proc. 4-402; and (3) An action for ejectment in Circuit Court under MD Rules Ann. Ch. 1100, T40 to T46 comports with due process. Pursuant to 42 U.S.C. 1437d(k) and 25 C.F.R. Section 966.51 the Authority is not required to afford an opportunity for a hearing in the above circumstance, and the Authority has excluded from the grievance procedure terminations of tenancy/evictions as set forth above.

This Policy shall not be applicable to disputes between Complainants not involving Housing Authority or to class grievances. This Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Complainants and Housing Authority's Board of Commissioners.

NOTICES

All notices under this grievance shall be deemed delivered: (1) upon personal service therefore upon the Complainant or an adult member of the Complainant's household, (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail. If a Complainant is visually impaired, any notice hereunder delivered to such Complainant shall be in an accessible format.

MODIFICATION

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the Housing Authority, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the forgoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to Complainants and Complainant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered and approved by the Board of Commissioners before final adoption of any amendments hereto.

4/18/2011 8:03 AM

ATTACHMENT B

HOUSING NEEDS

Chart 1 – Cost Burdened Households by Tenure – 2000

		Cost	Burdened		Annual	Household	Income	In	1999($)	
	Units	**Total**	**% of Total Units**	**Less than 10,000**	**10,000-19,999**	**20,000-34,999**	**35,000-49,999**	**50,000-74,999**	**75,000-99,999**	**100,000 or more**
Owner Occupied	7,978	2,486	31.2	135	336	1043	440	378	91	**63**
Renter Occupied	7,368	2,465	333.5	669	908	908	198	41	0	**0**
Total	15,336	4,951	32.3	804	985	1951	638	419	91	**63**

Chart 2 – Household by Race and Hispanic Origin by Census Tract – 2000

				Minority Households						**Hispanic Origin Any Race Households**
Census Tract	**Total Households**	**White**	**Black**	**Am. Indian Eskimo**	**Asian**	**Other**	**2 or more races**	**Percent Minority**		
7025	1307	286	959	0	12	27	23	78.1	102	7.8
7026.01	924	675	226	0	23	0	0	26.9	7	0.8
7026.02	18	18	0	0	0	0	0	0.0	0	0.0
7061.01	1673	1267	375	0	20	0	11	24.3	20	1.2
7063	3683	3099	519	8	31	7	19	15.9	59	1.6
7064.01	2212	1543	515	10	54	75	15	30.2	195	8.8
7064.02	1498	879	566	0	29	5	19	41.3	16	1.0
7065	1825	1209	546	6	32	16	16	33.8	49	2.7
7066	2166	1598	551	0	0	0	17	26.2	15	0.7
Total	15306	10574	4257	24	202	130	120	30.9	463	3.0

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

OMB Approval No. 2577-0237
Expires 2/28/2011

Public reporting and recordkeeping burden for the collection of information is estimated to average 30.13 hours depending on the size of Public Housing Agency (PHA). This includes the time for collecting, reviewing, and reporting the data. In order for HUD to monitor the progress of a troubled PHA, they are required to submit periodic MOA performance progress reports. This information is required to obtain benefits. No assurance of confidentiality is needed. The information will be used for monitoring PHA progress in bringing performance up to standard levels. Response to this request for information is required in order to receive the benefits to be derived, including eligibility to apply for funding. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

PHA Name: Housing Authority of the City of Annapolis PHA FYE: 6/30 **MOA Term: 11/1/2009-10/31/2010**

Progress Report

For

Reporting period ending

4/30/11

I certify that all of the information in this report is true and accurate, to the best of my knowledge; this information has been/will be shared with the Board of Commissioners.

Typed name/title: Vincent O. Leggett, Executive Director — Date: 5/19/11

Typed name/title: Sharon Land, Director for Finance and Administration — Date: 5/19/11

Typed name/title: Miranda Wingate, Director of Operations — Date: 5/19/11

Operational Area: **2. ORGANIZATION AND STAFFING**

Targets and Strategies	Final Performance Target	Estimated & Actual Completion Dates	Comments
2.1 Establish a training plan for the staff.	Comprehensive training plan in place	6/30/10	Closed, HUD confirmation date 6.29.10.
a. Identify required program-specific or skill training for each position.		12/31/09	Closed, HUD confirmation date 6.29.10.
b. Perform a comprehensive training needs assessment for the entire staff to identify and quantify training needs.		12/31/09	Closed, HUD confirmation date 6.29.10.
c. Use the information collected to develop an overall training plan for the short and long term that incorporates both general training (sexual harassment, EAP) and program/skill specific training.		12/31/09	Closed, HUD confirmation date 6.29.10.
d. Incorporate the result into the budget development process.		12/31/09	Closed, HUD confirmation date 6.29.10.
e. Execute training plan		6/30/10	Closed, HUD confirmation date 6.29.10.
2.2 Make final decisions on staffing for asset management. If the decision is to assign maintenance staff directly to the properties:	Transition complete	1/31/10	Closed, HUD confirmation date 6.29.10.
a. Modify position descriptions and performance standards as necessary.		11/31/09	Closed, HUD confirmation date 6.29.10.
b. Provide training to property managers in managing maintenance.		12/21/09	Closed, HUD confirmation date 6.29.10.
c. Develop and implement a transition plan.		1/31/10	Closed, HUD confirmation date 6.29.10.

Operational Area: **3. FINANCE AND PROCUREMENT**

PHAS Performance Targets Indicator #: Name:	Previous Quarter Actual	Current quarter target	1st period (mm/yy) Actual	2nd period (mm/yy) Actual	3rd period (mm/yy) Actual
2-1 Current ratio					
2-2 Expendable Fund Balance					
2-3 Tenant Receivable/Outstanding					
2-5 Expense Management/Utilities					
2-6 Net Income/Loss Divided by the Expendable Fund Balance					

Targets and Strategies	Final Performance Target	Estimated & Actual Completion Dates	Comments
3.1 Increase the Expendable Fund Balance (Expendable fund balance divided by monthly operating expenses.)	Fund balance should be sufficient to cover at least 2 months of expenses	10/31/10	Closed, HUD confirmation date 6.29.10.
A. Develop tracking method for expendable fund balance.		11/30/09	Closed, HUD confirmation date 6.29.10
B. Report monthly with progress report to Board/HUD.		Monthly, starting 11/30/09	Closed, HUD confirmation date 6.29.10. HACA has provided sufficient data to REAC to acquire a passing FASS score of 18.
C. Develop and routinely analyze program and department budgets, to achieve projected goals		Quarterly, starting 12/31/09	Closed, HUD confirmation date 8.6.10.
D. Review other sources of income, i.e., investments, waiver of PILOT, CGP use for operations, local funding, expand other HUD programs, increase occupancy, reduce accounts receivables.		Quarterly, starting 12/31/09	Closed, HUD confirmation date 6.29.10
E. Review expenses and reduce/eliminate where appropriate.			Closed, HUD confirmation date 6.29.10.
3.2 Reduce Tenant Receivables Outstanding (Average number of days tenant receivable are outstanding. The gross tenant accounts receivable at year end divided by the total tenant revenue/365).	Less than 10 days of rental revenue	6/30/10	Closed, HUD confirmation date 6.29.10.

A. Develop tracking method for tenant receivables.		11/30/09	Closed, HUD confirmation date 6.29.10
B. Report monthly with progress report to Board/HUD.		Monthly starting 11/30/09	Closed, HUD confirmation date 6.29.10. The MOA progress report is included as part of the standard monthly reporting to the Board of Commissioners. The April and May 2011 reports serve as Attachment 1 and 2.
C. Assure the rent collection policies include the following and are uniformly applied.		Quarterly, starting 12/31/09	Closed, HUD confirmation date 6.29.10.
1) Timely evictions			Closed, HUD confirmation date 6.29.10. There were zero evictions for April 2011 and four evictions for the reporting period (one-criminal activity and 3 nonpayment of rent.) Total evictions for the fiscal year are 15. The report serves as, Attachment 3.
2) Effective write-off policies			Closed, HUD confirmation date 6.29.10.
3) Use of Collection Agency			Closed, HUD confirmation date 6.29.10.
4) Home visits			Closed, HUD confirmation date 8.6.10.
5) Repayment Agreements			Closed, HUD confirmation date 6.29.10.
3.3 Obtain a copy of the Declaration of Trust and submit a copy to HUD.	Documentation of DT	Interim report 1/31/10; Final report 3/31/10	Closed, HUD confirmation date 6.29.10.
3.4 Review Financial Policies and revise as necessary; have the Board formally adopt them.	HACA board resolution reflecting the policies had been adopted by the board.	1/31/10	Closed, HUD confirmation date 6.29.10.
a. Update the Internal Control Policy to identify the responsibilities of the staff to manage the assets and cash flow of the Authority.			Closed, HUD confirmation date 6.29.10.
b. The Petty Cash policy should identify the maximum amount of cash the cashier is responsible for monitoring.			Closed, HUD confirmation date 6.29.10.
3.5 Review the Procurement Policy and related procedures to ensure they reflect current regulatory and	Current Procurement	11/30/09	Closed, HUD confirmation date 3.2.11

policy guidance. Use 24 CFR 85.36 and HUD Procurement Handbook 7460.8 REV-2 as well as Recovery and Re-investment Act Stimulus Grant provisions. Update the Policy if necessary.	Policy		
3.6 Perform a cost or price analysis for every procurement action including contract modifications. Maintain written records as required by 24 CFR § 85.36 (b) (9), sufficient to detail the significant history of a procurement transaction. The records must include, but are not necessarily limited to, the rationale for using the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. Require that both the contract award decision and reasonableness of price are justified in writing by staff for all procurement transactions in accordance with 24 CFR 85.36 (f) (1).	Adhere to all parts of policy	11/31/09	Closed, pending HUD confirmation. Cost price data and supporting documents submitted to Frank Zingale and Keith Landrum during onsite visit April 26-27 2011 with copy to Henry Paschal. This submission serves as Attachment 4.
3.7 Provide the Board refresher training on the Procurement Policy so that they are more aware of its provisions and can better monitor the Authority's procurements.	Knowledgeable and informed Board	1/31/10	Closed, HUD confirmation date 9.23.10.
3.8 Provide procurement training for all staff that is involved with procurement activities on a regular basis.	Knowledgeable and informed staff	1/31/10	Closed, HUD confirmation date 6.29.10.
3.9 Initiate procurement actions for banking and legal services	Contracts current	11/31/09	Closed, HUD confirmation date 6.29.10.

PHAS Performance Targets Indicator #: Name:	Previous Quarter Actual	Current quarter target	1st period (mm/yy) Actual	2nd period (mm/yy) Actual	3rd period (mm/yy) Actual
3-1 Vacant Unit Turnaround Time					
2-4 Occupancy Loss					

Targets and Strategies	Final Performance Target	Estimated & Actual Completion Dates	Comments
4.1 Revise and update the ACOP to include the issues addressed in the Assessment report.	Revised and Adopted ACOP in Compliance with HUD Regulations	**5/31/10**	Closed, HUD confirmation date 1.14.11.
a. Incorporate the relevant provisions of the Violence Against Women Act (VAWA). Add the definitions of the Violence Against Women and Justice Department Reauthorization Act of 2005 and Form HUD-50066. Incorporate procedures for implementing VAWA - Certification of Domestic Violence - Dating Violence - Stalking		2/28/10	Closed, HUD confirmation date12.27.10.
b. Update wording for "Flat Rents" insuring that it is in compliance with HUD Guidelines		2/28/10	Closed, HUD confirmation date 12.27.10.
c. Include Security Deposit Amount;		2/28/10	Closed HUD confirmation date 1.14.11.
d. Include Grievance Procedures		2/28/10	Closed, HUD confirmation date 1.14.11.
e. Include policies on tracking & reporting crime.		2/28/10	Closed, HUD confirmation date 1.14.11.
f. Formally adopt the revised ACOP and retain a copy of the signed Board Resolution on file.		4/30/10	Closed, HUD confirmation date 1.14.11.

g. Train staff on the revisions to the ACOP.		5/31/10	Closed, HUD confirmation date 1.14.11
4.2 Convert to site-based waiting lists.	Site based waiting list is Board approved and implemented	**12/31/09**	Closed, HUD confirmation date 6.29.10.
a. Develop a transition plan and submit to HUD for review.		11/30/09	Closed, HUD confirmation date 6.29.10
b. Brief applicants and residents.		12/31/09	Closed, HUD confirmation date 6.29.10.
c. Train staff on the new waiting list procedures.		12/31/09	Closed, HUD confirmation date 6.29.10.
4.3 Revise and update the Lease to conform to the revised ACOP and current HUD guidance (24 CFR 966.4), including VAWA provisions and requirements.	Updated Lease adopted & implemented	**4/30/09**	Closed HUD confirmation date 1.14.11
a. Formally adopt new lease by Board Resolution prior to implementation. Retain a copy of the signed Board Resolution on file			Closed, HUD confirmations date 1.14.11.
b. Include Fair Housing logo, TDD Line information, and revised date on the dwelling lease first page.			Closed, HUD confirmation date 6.29.10.
c. Develop a tenant certification form to ensure that the tenant has received a copy of the new dwelling lease, and VAWA provisions. Retain signed certification form in participant file, and give a copy to the tenant.			Closed, HUD confirmation date 1.14.11.
4.4 Update forms and form letters to include the Fair Housing logo, TDD line information, and a form revision date.	Forms updated & include all necessary info.	**2/28/10**	Closed, HUD confirmation date 6.29.10.
4.5 Improve implementation of the Community Service Requirement.	Audit trail clear and complete	**11/31/09**	Closed, HUD confirmation date 6.29.10.
a. Document which family members are required to perform community service.			Closed, HUD confirmation date 6.29.10.
b. Maintain an adequate audit trail of Community Service performance.			Closed, HUD confirmation date 6.29.10.

4.6 Update utility allowances and document analysis.	UA current	**2/28/10**	Closed, pending HUD approval. American Consultants data was flawed after 3 revisions. Attached is the revised Utility Allowance Update, received May 11 2011 performed by TA Engineering, Inc. for your record and review.
4.7 Reduce average vacant unit turnaround time to less than 30 days	<30 days Average	**1/31/10**	**Open.** Monthly Average Turnaround Days for the Month of March 2011 is 53 days and April 2011, make-Ready is 55 days and leasing is 3 days, Several issues have been identified as factors that is currently slowing down the turnaround process, as discussed during the HUD onsite technical assistance visit, April 26-27 2011: • Managers monitoring down-time • Turnaround Crew identifying projected ready dates • Unit Turnaround Crew missed ready-dates within a 25 day turnaround period (20 days for make-ready, 3 days for lead testing and 2 days for leasing.) • Managers delayed scheduling in leasing • Coordination between Unit Turnaround and Managers • Coordination of Unit acceptance date with Turnaround and MOD • Supervision and Management of Unit Turnaround • Coordination Meetings. Corrective Action for the reporting period: Currently, we are training 3 new managers. Both Maintenance and Site Management Staff now reports to Chief Joseph Johnson for improved coordination and accountability.

			Weekly coordination meetings will be reported with future progress reports. HACA has improved its unit turnaround process from 158 days (7.1.10) to 108 days (4.30.11.) for the Fiscal Year ending 6.30.11. This represents a 50 day improvement. The unit turnaround report serves as Attachment 6 under this submission.
a. Maintain vacancy log (by development) so that status of each unit is readily available; submit a copy to HUD monthly.		Monthly, starting 11/30/09	Closed, HUD confirmation date, 6.29.10.
b. Conduct an assessment of all vacancies (by development) and prioritize those vacancies based on maintenance capabilities, contractor availability, funding, and waiting list needs. Include identifying any marketing issues affecting leasing success.		Initial report 12/31/09; Final format 1/31/10	Closed, HUD confirmation date, 6.29.10.
c. Establish & implement a plan to reduce turnaround time to an average of less than 30 days. Identify resources needed and strategies appropriate to each development, based on the results of the assessment.		1/31/10	**Open.** Unit Turnaround for the reporting period is 53 days. Vacancy and Occupancy report is attached and serves as Attachment 7. Out of HACA's 790 unit inventory, 749 units are occupied. Thirteen units are in make ready, 1 unit in downtime, 24 units in mod 2 units exempt for fire and 1 unit used as the management office at Robinwood. The Occupancy percentage is 95% and the adjusted occupancy rate is 98%.

Operational Area: **5. PROPERTY MAINTENANCE**

PHAS Performance Targets Indicator #: Name:	Previous Quarter Actual	Current quarter target	1st period (mm/yy) Actual	2nd period (mm/yy) Actual	3rd period (mm/yy) Actual
1 Physical Conditions					
3-3a Emergency WOs					
3-3b Non-emergency WOs					
3-4a Unit inspections					
3-4b System inspections					

Targets and Strategies	Final Performance Target	Estimated & Actual Completion Dates	Comments
5.1 Improve Physical Condition score. REAC and PHA generated deficiencies (UPCS) standards corrected to improve physical condition of buildings and sites	Maintain updated log of completion of deficiencies, leading to a passing score	Draft plan 12/31/09; Final plan 1/31/10	Open. HACA is working diligently to complete the REAC and UPCS 2010 work orders on/or before June 30 2011. All major capital fund items are addressed in the Annual and Five Year Plan. Staff is concentrating on data entry of completed work orders The REAC monitoring report serves as Attachment 8, Attachment 9-is the UPCS Monitoring Report and Attachment 10-is the Annual Capital Fund Scheduled improvements for 2011-2015. In addition to emergency and routine work orders, site maintenance staff has completed 259 out of 476 REAC work orders. Under UPCS site maintenance staff has completed 407 of 1984 work items identified. Many of the work orders are complete and require data entry.

			HACA has replaced two staff members that failed to maintain work orders. Managers will reconcile and all outstanding work orders are required to be in the system on/or before June 15 2011.
a. Update plans to address making viable units market ready. Develop and update plans that involve units slated for demolition and/or mixed financing. For properties that will remain in the inventory, include repairs and upgrades needed to meet current market standards including UPCS requirements. Include the results of all annual inspections and the annual REAC inspection results in the updated plan.	Updated Plan		Open. HACA has determined that out of its public housing inventory of 790 units, 763 are viable. There are 27units under modernization pending funding, and 1 unit is used as a management office at Robinwood. The annual and five year plan addresses units slated for demolition (Obery 6 and College Creek Terrace 108 for a total of 114 units). Under the Landex project, 150 units have been rehabilitated and re-occupied. Under the Pennrose project 50 units have been rehabilitated and reoccupied under Phase I. Phase II is currently preparing for closing projected for July 31 2011 for 63 units. Phase III is scheduled for 2012-61 units for a total of 164 rehabilitated units. HACA has identified needed upgrades and repairs, also under the annual and five year plan. Additionally, HACA will review its annual plan to ensure that UPCS and REAC inspection results have been incorporated and will modify if the information was not included. Attachment 11 serves as verification of the review of additional physical needs and costs.
5.2 Establish and implement egress violation policy &	Policy in	**Policy in**	Closed, pending HUD confirmation. HACA has

procedures	place & implemented	**place – 11/30/09**	a Board Approved (8.15.10) Egress Violation policy and procedures. Additionally, the Board of Commissioners approved an Egress Management Plan, May 12 2011 that serves as Attachment 11 under this report.
a. Brief Residents on policy & possible consequences; provide reminder prior to summer season		**11/30/09 4/30/10**	Closed, HUD confirmation date 3.2.11.
b. Train staff on enforcement procedures; provide reminder prior to summer season		**11/30/09 4/30/10**	Closed, HUD confirmation date 3.2.11.
c. Implement & enforce policy; monitor effectiveness		**5/31/10**	Closed, pending HUD confirmation. Policy has been implemented and enforcement is in place and verification serves as Attachment 12 under this report.
5.3 Incorporate results of energy audit and physical needs assessment in Annual & 5-Year Plans		**4/30/10**	**Open,** the results of the energy and physical needs assessment has been incorporated into the 2011-2015. HACA will engage a vendor to conduct an energy assessment. The last assessment conducted was completed 2006.
a. Update the Physical Needs Assessment. Incorporate results of the energy audit & recent Annual Inspections. Prioritize the results, based on urgency, and incorporate them into the Annual Plan or Work Orders. A majority of the work should be completed before the next REAC inspection.	Incorporated or deferred to other sources of funds		**Open**. HACA will engage a vendor to conduct physical needs assessment and/or viability study, the last assessment was conducted in 2006.
5.4 Update Maintenance Manual & Plan Incorporate Lead Based Paint protocols & policies necessary to clear OIG finding. Ensure Manual & Plan are based on asset management.	Maintenance Plan reflects current policies & is project based	**LBP protocols 11/31/09; Draft Plan 12/31/09**	Closed, HUD confirmation date, 6.29.10.
5.5 Train staff on UPCS inspection requirements Provide a certification of training to HUD for review	Staff trained on UPCS	**11/31/09**	Closed, HUD confirmation date. 6.29.10.
5.6 Optimize maintenance staffing	Sufficient resources – in-house & contractor – to meet needs	**1/31/10**	Closed, HUD confirmation date, 6.29.10.

a. Identify possible contracting options to reduce in-house staffing needs			Closed, HUD confirmation date, 6.29.10
b. Determine appropriate allocation of staff among elderly and family projects.			Closed, HUD confirmation date, 6.29.10.

Operational Area: **7. CAPITAL FUNDS**

PHAS Performance Targets Indicator #: Name:	Previous Quarter Actual	Current quarter target	1st period (mm/yy) Actual	2nd period (mm/yy) Actual	3rd period (mm/yy) Actual
3-2a Funds unexpended					
3-2b Funds unobligated					
3-2c Quality of work					
3-2d Contract administration					
3-2e Budget controls					

Targets and Strategies	Final Performance Target	Estimated & Actual Completion Dates	Comments
7.1 Reduce the soft cost expenditures in the Capital Fund grants in order to maximize the funds available for necessary major repairs.	Improved physical condition	**4/30/10**	Closed, pending HUD confirmation. The updated status was presented during the HUD Onsite Visit of April 26-27 2011 and serves as attachment 13 under this submission.
7.2 Formally close out grants that are fully expended.	Grants Formally closed	**3/31/10**	Closed, HUD confirmation date, 6.29.10.
a. Submit Actual Modernization Cost Certificate (AMCC) to the Field Office		11/31/09	Closed, HUD confirmation date, 6.29.10
b. Include the grants in the next scheduled Independent audit		3/31/10	Closed, HUD confirmation date, 6.29.10.

UNIT TURNAROUND SCHEDULE
5/23/2011

COMMUNITY	Bdr	Apt #	Address	Vacate Date	Unit Status	Projected Ready Date
EPT						
	2		1159 FRED DOUGLAS ST	12/03/10	MOD	2013
	1		1117 MEDGAR EVERS	03/29/10	MOD	
	3		1153 MEDGAR EVERS ST	04/01/11	MOD	2012
Total	3					
HH						
	2	S2	1145 MADISON ST	01/04/11	MOD	2014
Total	1					

UNIT TURNAROUND SCHEDULE
5/23/2011

RW						
	3		1445 TYLER AVE	01/31/11	MOD	2014
	3		1361 TYLER AVE	03/31/11	MOD	2012
	3		1429 TYLER AVE	05/12/11	MOD	2013
Total	3					
NT20						
	3	B	810 BROOKE COURT	01/18/10	MOD	2013
	3	A	810 BROOKE COURT	01/18/21	MOD	2013
	3	C	803 BROOKE COURT	04/26/11	MOD	2014
Total	3					
GW						
	0	418	701 GLENWOOD ST	3/19/2011	MOD	
Total	1					
Summary						
	11					