

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>COOPER HOUSING AUTHORITY</u> PHA Code: <u>TX076</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>04/2010</u>				
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>84</u> Number of HCV units: <u>0</u>				
<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH HCV
	PHA 2:				
	PHA 3:				
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.				
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: <b>ENSURE SAFE, DECENT, AND AFFORDABLE HOUSING; CREATE OPPORTUNITIES FOR RESIDENTS' SELF-SUFFICIENCY AND ECONOMIC INDEPENDENCE; AND ASSURE FISCAL INTEGRITY BY ALL PROGRAM PARTICIPANTS.</b>				
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. The preservation and rehabilitation of the City's existing housing stock primarily for extremely low, very low and low income families. The expansion of economic opportunities in the community particularly for low income residents. Promote adequate affordable housing. Promote economic opportunity. Promote a suitable living environment without discrimination.				
<b>6.0</b>	<b>PHA Plan Update</b> (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: None (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. Plans can be accessed at 1291 W. Dallas Avenue in Cooper, TX 75432.				
<b>7.0</b>	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable. N/A</i>				
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.				
<b>8.1</b>	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. Attached as tx076a01				
<b>8.2</b>	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. <b>Attached as tx076b01</b>				
<b>8.3</b>	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.				
<b>9.0</b>	<b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. <b>Preservation and rehabilitation of the existing housing stock focusing on efficiency, affordable housing, and economic opportunity.</b>				

9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p> <p><b>Modernization with efficiency measures will preserve the housing stock resulting in more affordable housing.</b></p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan. We continue to progress in general services offered, reducing vacancies, and gaining our financial security.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p><b>Substantial Deviation</b> Any change to Mission Statement such as: 1. 50% deletion from or addition to the goals and objectives as a whole. 2. 50% or more decrease in the quantifiable measurement of any individual goal or objective.</p> <p><b>Significant Amendment or Modification to the Annual Plan</b> a. 50% variance in the funds projected in the Capital Fund Program annual Statement. b. Any increase or decrease over 50% in the funds projected in the Financial Statement and/or the Capital Fund Program Annual Statement. c. Any change in a policy or procedure that requires a regulatory 30-day posting. d. Any submission to HUD that requires a separate notification to the residents, such as Hope VI, Public Housing Conversion, Demolition/Disposition, Designated Housing or Homeownership programs. e. Any change inconsistent with the local, approved Consolidated Plan.</p>
11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

**5.2 VAWA – THE COOPER HOUSING AUTHORITY COORDINATES WITH LOCAL SERVICE/ASSISTANCE AGENCIES TO OUTREACH AND SERVICE VICTIMS OUTLINED IN VAWA.**

**THE COOPER HOUSING AUTHORITY HAS INCORPORATED INTO THE FOLLOWING POLICIES TO ABIDE BY VAWA:**

**ATTACHMENT TX076C02**

- AAOP- XI.E.5 (SUITABILITY)**
- XV.6 (BIFERCATED)**
- XXVII (EVICTIONS)**

**ATTACHMENT TX076D02**

- LEASE- VIII.23.C (PROHIBITION OF VIOLENCE AGAINST HOUSEHOLD MEMBERS)**
- XVI.J (NON TERMINATION OF VICTIMSOF VIOLENCE)**
- XVII (BIFORCATION PROVISION TO PROTECT VICTIMS OF VIOLENCE)**

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

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

## Instructions form HUD-50075

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

### 1.0 PHA Information

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

### 2.0 Inventory

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

### 3.0 Submission Type

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

### 4.0 PHA Consortia

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

### 5.0 Five-Year Plan

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

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

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

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

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

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

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

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

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

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

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

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>Part I: Summary</b>	
<b>PHA Name: COOPER HOUSING AUTHORITY</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: TX21P07650110 Replacement Housing Factor Grant No: Date of CFFP: 2010
<b>FFY of Grant: 2010</b> <b>FFY of Grant Approval:</b>	

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	20000			
3	1408 Management Improvements	3000			
4	1410 Administration (may not exceed 10% of line 21)	10000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1000			
8	1440 Site Acquisition				
9	1450 Site Improvement	26000			
10	1460 Dwelling Structures	36000			
11	1465.1 Dwelling Equipment—Nonexpendable	20000			
12	1470 Non-dwelling Structures	1000			
13	1475 Non-dwelling Equipment	1000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part I: Summary</b>					
<b>PHA Name:</b> COOPER HOUSING AUTHORITY	<b>Grant Type and Number</b> Capital Fund Program Grant No: TX21P07650110 Replacement Housing Factor Grant No: Date of CFFP: 2010	<b>FFY of Grant:2010</b> <b>FFY of Grant Approval:</b>			
<b>Type of Grant</b>					
<input checked="" type="checkbox"/> <b>Original Annual Statement</b>		<input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b>		<input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b>	
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>		<input type="checkbox"/> <b>Final Performance and Evaluation Report</b>			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	118000			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: COOPER HOUSING AUTHORITY			<b>Grant Type and Number</b> Capital Fund Program Grant No: TX21P07650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2010</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
TX076000001	Operations	1406		20000				
TX076000001	Management Improvements(training)	1408		2000				
TX076000001	Administration(salaries/benefits)	1410		10000				
TX076000001	Fees & Cost(general TA, planning)	1430		1000				
TX076000001	Site Improvements							
	Walkways/resurface parking lots	1450		10000				
	Fence	1450		2000				
	Drainage Landscaping	1450		2000				
TX076000001	Dwelling Structures							
	Vacant unit renovation	1460		3000				
	HVAC replacement	1460		10000				
	Water Heaters	1460		2000				
	Cabinets	1460		8000				
	Insulation	1460		34000				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.







**Capital Fund Program—Five-Year Action Plan**

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

<b>Part I: Summary</b>						
PHA Name/Number HOUSING AUTHORITY OF COOPER		Locality (City/County & State) COOPER/DELTA, TX			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year 2 FFY <u>2011</u>	Work Statement for Year 3 FFY <u>2012</u>	Work Statement for Year 4 FFY <u>2013</u>	Work Statement for Year 5 FFY <u>2014</u>
	TX076000001					
B.	Physical Improvements Subtotal	Annual Statement	72000	15000	92000	92000
C.	Management Improvements		8000	3000	3000	3000
D.	PHA-Wide Non-dwelling Structures and Equipment			75000		
E.	Administration		10000	5000	10000	10000
F.	Other		5000			
G.	Operations		20000	17000	10000	10000
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		115000	115000	115000	115000
L.	Total Non-CFP Funds					
M.	Grand Total		115000	115000	115000	115000

**Capital Fund Program—Five-Year Action Plan**

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

**Part I: Summary (Continuation)**

PHA Name/Number		Locality (City/county & State)				<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year 2 FFY <u>2011</u>	Work Statement for Year 3 FFY <u>2012</u>	Work Statement for Year 4 FFY <u>2013</u>	Work Statement for Year 5 FFY <u>2014</u>	
	TX076000001						
		Annual Statement					



<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY <u>2010</u>	Work Statement for Year <u>2013</u> FFY _____			Work Statement for Year: <u>2014</u> FFY _____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	TX076000001			TX076000001		
Annual Statement	OPERATIONS		10000	OPERATIONS		10000
	REPAIR/RESURFACE PARKING LOTS WALKWAYS		21000	UPGRADE/REPAIR SIDEWALKS		11000
	EXTERIOR BUILDING REPAIR/PAINT		21000	TUB/SHOWER KITS		21000
	INSULATE STRUCTURES FOR EFFECIENCY		20000	INSULATE STRUCTURES FOR EFFECIENCY		20000
	REPLACE DWELLING EQUIPMENT		20000	REPLACE DWELLING EQUIPMENT		20000
	REPLACE HVAC/HWHeater		10000	REPLACE HVAC/HWHeater		10000
				REHAB CABINETS & COUNTERS & VANATIES		10000

**Capital Fund Program—Five-Year Action Plan**

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

	Subtotal of Estimated	\$	102000	Subtotal of Estimated Cost	\$	102000
	Cost					





# **Admissions and Occupancy Policy Housing Authority of the City of Cooper**

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(Most recent revision 1/07)

## **I. PURPOSE**

This Policy is established in order that the Housing Authority of City of Cooper, Texas will meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and all other civil rights requirements, regulations promulgated by the U. S. Department of Housing and Urban Development (HUD), the Annual Contributions Contract between the Housing Authority and HUD, and State and local laws, with respect to admission and occupancy of the Low Rent Public Housing Program.

This Policy governs admission and occupancy of Public Housing administered by the Housing Authority of City of Cooper, Texas hereafter called the Authority. It is the intent of the Authority to ensure decent, safe and sanitary housing for families of limited income in all Public Housing units owned or operated by the Authority under the United States Housing Act of 1937, as amended. It is the intent of the Authority to provide a suitable living environment which fosters economic and social diversity and upward mobility. The Authority will periodically review this Policy to assure compliance with housing legislation and civil rights requirements.

## **II. COMPLIANCE WITH CIVIL RIGHTS LAWS**

### **A. Nondiscrimination**

1. It is the policy of the Housing Authority of City of Cooper to comply with all applicable laws relating to Civil Rights, including
  - a. Title VI of the Civil Rights Act of 1964 (*24 CFR 1*)
  - b. Title VIII of the Civil Rights Act of 1968, as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988. (*24 CFR 100*)
  - c. Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 (*24 CFR 8*)
  - d. Age Discrimination Act of 1975 (*24 CFR 146*)

- e. Title II of the Americans with Disabilities Act, to the extent that it applies; otherwise, Section 504 and the Fair Housing Amendments govern. (Title II deals with common areas and public spaces, not living units)
  - f. Any applicable state laws or local ordinances
  - g. Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted (*24 CFR 960.103*)
2. The Authority will not discriminate because of race, color, sex, religion, age, familial status, disability, or national origin in the leasing, or other disposition of housing or related facilities, including land, that is part of any project under the Authority's jurisdiction covered by a contract for annual contributions under the U. S. Housing Act of 1937, as amended, or in the use or occupancy thereof. (*24 CFR 100.5*)
  3. The Authority will not, on account of race, color, sex, religion, age, familial status, disability, or national origin:
    - a. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
    - b. Provide housing which is different from that provided others, unless the housing has been specially adapted for use by persons with disabilities, where applicable and/or required;
    - c. Subject a person to segregation or disparate treatment;
    - d. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
    - e. Treat a person differently in determining eligibility or other requirements for admission;
    - f. Deny a person access to the same level of services (*services must be accessible to disabled persons, whether services are offered by the Authority or by another service provider on the Authority's property*); or
    - g. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.
  4. The Authority will not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or

families whose head or spouse is a student). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine. (24 CFR 960.205).

5. The Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 and the Fair Housing Amendments Act of 1988 the Authority will make structural modifications to its housing and non-housing facilities (24 CFR 8.21, 8.23, 8.24, and 8.25), make reasonable accommodations (24 CFR 100.204), or combinations of the two to permit people with disabilities to take full advantage of the housing program.
  - a. In making reasonable accommodations or structural modifications to existing housing programs (see 24 CFR 8.24) or in carrying out Other Alterations (see 24 CFR 8.23(b)) for otherwise qualified persons with disabilities, the Authority is not required to:
    - 1) Make each of its existing facilities accessible or make structural alterations when other methods can be demonstrated to achieve the same effect (24 CFR 8.24);
    - 2) Make structural alterations that require the removal or altering of a load-bearing structural member (24 CFR 8.32 (c));
    - 3) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level (24 CFR 8.26);
    - 4) Take any action that would result in a fundamental alteration in the nature of the program (24 CFR 8.24 (a)(2)); or
    - 5) Take any action that would result in an undue financial and administrative burden on the Authority. (24 CFR 8.24 (a)(2)).
  - b. When the Authority is making substantial alterations (defined in 24 CFR 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility, Authority is not required to:
    - 1) Provide an elevator in any multifamily housing project

solely for the purpose of locating accessible units above or below grade level (24 CFR 8.26);

- 2) Make structural alterations that require the removal or altering of a load-bearing structural member (24 CFR 8.32(c)); or
- 3) Make structural alterations to meet minimum accessibility requirements where it is structurally impractical. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [(24 CFR 8.32(c) and 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. The Authority will not permit these policies to be subverted to do personal or political favors. The Authority will not offer units in an order different from that prescribed by this Policy, since doing so violates the Policy, federal law and the civil rights of the other families on the Waiting List. [24 CFR 906.204 (a) (3) (ii)]
7. The Authority will not discriminate in the assignment of managers and other staff responsible for the administration of the dwelling units.

#### B. Accessibility and Plain Language

1. Application and management offices, hearing rooms, community rooms, laundry facilities, craft and game rooms and other common areas of the Authority will be available for use by residents with a full range of disabilities. If these facilities are not already accessible and located on accessible routes, some must be made so, subject to the undue financial and administrative burden test. (24 CFR 8.20 and 8.21)
2. Documents intended for use by applicants and residents will be made available in formats accessible for those with vision and hearing impairments (24 CFR 8.6). The documents will be written simply and clearly to enable participants with learning or cognitive disabilities to understand as much as possible. (24 CFR 5.502 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or resident in a language that is understood by the individual if the individual is not proficient in

- English).*
3. Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations and lease compliance are complicated, but Authority staff will offer examples where possible to help applicants/residents understand the issues involved. In writing materials to be used by applicants/residents, the Authority staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand, so rules and benefits may have to be explained verbally, perhaps more than once. *(24 CFR 8.6)*
  4. At the point of initial contact, Authority staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative, advocate) accompany the applicant to receive, interpret and explain housing materials. *(24 CFR8.6)*
  5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read and filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. *(PHAs are not required to pay the costs associated with having a foreign language interpreter as they are for a sign language interpreter for the hearing impaired [24 CFR 8.6] because the Fair Housing law makes no such requirement)*
  6. At a minimum, the Authority will prepare the following information in plain-language accessible formats:
    - a. Marketing and informational materials
    - b. Information about the application process
    - c. How rents and utility allowances are determined
    - d. Application form and required certifications
    - e. All form letters and notices to applicants/residents
    - f. General statement about reasonable accommodation
    - g. Orientation materials for new residents
    - h. Lease and house rules
    - i. Guidance or instructions about housekeeping and care
    - j. Information about the Waiting List
    - k. All information related to applicants' rights to hearings

### III. MARKETING

- A. It is the policy of the Authority to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. All marketing efforts will include outreach to those least likely to apply. *[24 CFR 960.103(b)]* Outreach efforts will take into consideration:
1. The number of vacant units
  2. Availability of units through turnover
  3. Waiting List Characteristics
- B. The Authority will periodically assess the factors in order to determine the need for and scope of any marketing efforts.
- C. All marketing and informational materials will:
1. comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language *[24 CFR 109.30 (a)]*;
  2. describe the housing units, application process, Waiting List, priority system and eligibility accurately;
  3. will be in plain language and will use more than strictly English language print media;
  4. will target all agencies that serve and advocate for potential applicants;
  5. will make clear who is eligible: low income individuals and families; working and non-working people; as well as the elderly and disabled.
  6. will make clear that it is the Authority's responsibility to provide reasonable accommodations to people with disabilities.

### IV. DEFINITIONS

#### Accessible Dwelling Units

When used with respect to design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and

used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 and Section 40 (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph. When an individual unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

### **Accessible Facility**

All or any portion of a facility *other than* an individual dwelling unit used by individuals with physical handicaps (24 CFR 8.21)

### **Accessible Route**

For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. (24 CFR 8.3 & 40.3.5)

### **Adaptability**

Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability (24 CFR 8.3 & 40.3.5)

### **Adjusted Income**

Adjusted income (income upon which rent is based) means Annual Income less the following deductions and exemptions: (24 CFR 5.611)

#### ***Non-elderly/Non-disabled Families***

1. **Child Care Expenses:** a deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed:
  - a. amount of employment income included in the Authority's computation of annual income
  - b. an amount determined to be reasonable by the Authority when the expense is incurred to permit education or to actively seek employment.
2. **Dependent Deduction:** an exemption of \$480 for each member of

the family residing in the household (other than the head of household, or spouse, Live-In Aide, foster adult or foster child) who is under eighteen (18) years of age or who is eighteen (18) or older and disabled, handicapped or a full-time student.

3. **Disability Assistance Expense Deduction:** (for families not considered a "disabled family" but which have a member, other than the head or spouse, who is disabled) a deduction of the cost of all un-reimbursed expenses for Disability Assistance less three percent (3%) of Annual Income, provided the amount so calculated does not exceed the employment income earned.

***For Elderly and Disabled Families Only (families whose head, co-head, spouse or sole member is elderly or disabled)***

1. **Elderly/Disabled Household Exemption:** An exemption of \$400 per household.
2. **Medical Deduction and/or Disability Assistance Expense Deduction (medical expenses of all family members counted)**
  - a. ***For Elderly /Disabled Families with Medical Expenses but without Disability Assistance Expenses:*** total un-reimbursed medical expenses less three percent (3%) of Annual Income.
  - b. ***For Elderly/Disabled Families with both Medical and Disability Assistance Expenses:***
    - 1) If total of all un-reimbursed disability assistance expense is equal to or greater than three percent (3%) of Annual Income, deduction equals the amount of Disability Expenses less 3% of Annual Income, PLUS actual un-reimbursed Medical Expense.
    - 2) If total of all un-reimbursed Disability Assistance expense is less than 3% of Annual Income, then the deduction equals the amount by which the sum of Disability Assistance expenses plus Medical Expenses exceeds 3% of Annual Income.

**Adult**

A person who is 18 years of age or older or who is a minor who has been emancipated or designated as "sui juris" under any Federal, State or tribal law.

**Alteration**

Any change in a facility or its permanent fixtures or equipment. Does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to the mechanical systems.

## **Annual Income**

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional adult family member. It includes all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income.

### ***To annualize full-time employment, multiply as follows:***

- a. Hourly wages by 2080 hours
- b. Weekly wages by 52
- c. Bi-weekly wages by 26
- d. Semi-monthly wages by 24
- e. Monthly amount by 12

### ***Income includes but is not limited to: (24 CFR 5.609)***

1. full amount before any payroll deductions, of wages and salaries overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services
2. net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
3. interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

Where the family has net family assets greater than \$5,000, annual income shall include 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 the HUD field office, whichever is greater.

4. full amount of *periodic* payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount for other than social security or SSI
5. Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation and severance pay
6. All welfare assistance payments received by or on behalf of any family member
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members
8. All regular pay, special pay and allowances of a family member in the Armed Forces.
9. Imputed welfare income amount (see definition) if family has received a specified welfare benefit reduction as a result of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
10. the portion of any athletic scholarship assistance available for housing costs.

***Does not include:*** (24 CFR 5.609)

1. Income from the employment of children (including foster children) under the age of 18
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone)
3. 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 property losses

4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (*24 CFR 5.403*)
6. Full amount of student financial assistance paid directly to the student or the educational institution except in the case of athletic scholarships, in which case amount designated for housing costs is counted.
7. Special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain types of income related to training:
  - a. amounts received under HUD funded training programs (such as Step-Up; excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training)
  - b. amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
  - c. amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program
  - d. a resident services stipend: a modest amount not to exceed \$200/month received by a public housing resident for performing a service for the Authority, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
  - e. Compensation from State or local employment training programs and training of family members as resident

management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the Authority.

9. Temporary, non-recurring, or sporadic income, including gifts
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)
12. Adoption assistance payments in excess of \$480 per adopted child
13. Deferred periodic payments of supplemental security income (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. 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.
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the disabled family member at home.
16. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. Include:
  - a. value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977
  - b. payments to volunteers under Domestic Volunteer Services Act of 1973 (RSVP, Foster Grandparents, Senior Companion Program; and Older American Committee Service Program, VISTA, Peace Corps, Service Learning program, Special Volunteer Programs; Small Business Administration Programs such as National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE

- c. first \$2,000 of payments received under the Alaska Native Claims Settlement Act
- d. income derived from certain sub-marginal land of the U. S. that is held in trust for certain Indian tribes
- e. payments or allowances made under Dept. of Health and Human Services Low-Income Home Energy Asst. Prog.
- f. payments received under programs funded in whole or in part under the Job Training Partnership Act (corresponding provisions of the Workforce Investment Act of 1998)
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
- h. first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of Interior
- i. amounts of scholarships funded under Title IV of Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (Pell Grants, Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study and Byrd Scholarships.
- j. payments received from programs funded under Title V of the Older Americans Act of 1965 (Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayors, National Council on Senior Citizens and Green Thumb)
- k. payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Orange product liability litigation.
- l. payments received under the Maine Indian Claims Settlement Act of 1980
- m. the value of any child care provided or arranged (or any amount received a for such care or reimbursement for costs incurred for such care) under the Child Care and

Development Block Grant Act of 1990.

- n. Earned Income Tax Credit refund payments received on or after January 1, 1991.
  - o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
  - p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
  - q. Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
  - r. Any amount of crime victim compensation (under Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
  - s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.
17. Earned income disallowance (100% of disallowance allowed first twelve (12) months; 50%, second twelve (12) months), if a family member has experienced an increase in earnings as a result of new employment or increased earnings in existing employment and fits one of the following criteria:
- a. During the past twelve (12) months, was unemployed
  - b. During the past twelve (12) months, earned less than minimum wage x 10 hours/week x 50 (\$2575)
  - c. Within the past six (6) months, received any amount of cash assistance or cash benefits under any state program for TANF or Welfare to Work; this refers to the monthly maintenance program.
  - d. Within the past six (6) months, received any non-maintenance type of assistance (one-time payments, wage

subsidies, child care or transportation assistance, etc) from TANF or Welfare to Work worth at least \$500

- e. increase in income is due to participation in an economic self-sufficiency or other job training program

### **Anticipated Annual Income**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. This method would be used for teachers who are paid for only nine (9) months, or for residents receiving unemployment compensation.

### **Applicant**

A person or a family that has applied for admission to housing.

### **Application**

A written form, to be signed and dated by an adult member of the family, which includes information the Authority needs to determine whether the family may be admitted in accordance with Section V of this Policy.

### **Area of Operation**

The municipality for which the authority is created and the area that is within five miles of the territorial boundaries of the municipality and is not within the territorial boundaries of another municipality. To operate in another jurisdiction requires a resolution from the governing body of that jurisdiction. (*Texas Local Government Code 392*)

### **Assets**

Cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets **do not** include the value of personal property such as furniture, automobiles and household effects or the value of business assets.

### **Auxiliary Aids**

Services or devices that enable persons with impaired sensory, manual or speaking skills to have an equal opportunity to participate in and enjoy the

benefits of programs or activities. (24 CFR 8.3)

### **Care Attendant**

A person who regularly visits the unit of an Authority resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by the Authority, must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

### **Ceiling Rent**

A maximum total tenant payment amount established by the Authority, not to exceed the flat rent amount, that will be used as an interim rent in the following situation. A flat rent family loses income and goes to income-based rent; family member finds employment before next re-exam and income increases to the point that their income-based rent would exceed the flat rent. They are not eligible for flat rent until next re-exam. The ceiling rent would be allowed for the family until the next re-exam, where they could go back on flat rent. Unlike the flat rent, the ceiling rent would include an allowance for utilities.

### **Child Care Expenses**

A deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed:

1. the amount of employment income of the person who is enabled to work because of the child care.
2. an amount determined to be reasonable by the Authority when the expense is incurred to permit education or to actively seek employment. The Authority will use the average of rates obtained from four **(4)** local child care facilities to determine a reasonable maximum child care expense.

### **Co-head of Household**

A household where two persons are held responsible and accountable for the family.

### **Community Service**

The performance of voluntary 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 in which the resident resides. Political activity is excluded.

### **Covered Family**

Family who receives welfare assistance or other public assistance from a state or other public agency under a program for which federal, state, or local law requires that a member of the family participate in an economic self-sufficiency program as a condition of such assistance.

### **Covered Person**

For purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

### **Dependent**

A member of the household (other than head, spouse, sole member, foster child, foster adults, or Live-in Aide) who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. *(24 CFR 5.603)*

### **Designated Family**

the category of family for whom a housing authority elects (subject to HUD approval of an Allocation Plan) to designate a project (e.g., elderly family in a project designated for elderly families) in accordance with 1992 Housing Act, PL 96-120. *(24 CFR 945)*

### **Designated Housing**

a project(s) or portion of a project designated for elderly only or for disabled families only in accordance with PL 96-106. *(24 CFR 945)*

### **Disability Assistance Expense**

Amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member or family members, including the disabled person, to be employed. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the handicapped or disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities. *(24 CFR 5.603)*

## Disabled Family

A family whose head/ co-head/ spouse or sole member is a person with disabilities. The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. (24 CFR 5.403)

## Disabled Person

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [U.S.C. 6001(7)], or has a disability as determined by HUD regulations at 24 CFR 5.403 and 8.3.

1. **Section 223:** disability defined as inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, or 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/she has previously engaged with some regularity and over a substantial period of time.
2. **Section 102(7):** developmental disability defined as a severe chronic disability that:
  - a. is attributable to a mental or physical impairment or combination of the two
  - b. is manifested before the person attains age twenty-two (22)
  - c. is likely to continue indefinitely
  - d. results in substantial functional limitation in three or more of the following areas of major life activity: self care, receptive and responsive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency.
  - e. reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and coordinated.
3. A person having a physical, mental or emotional impairment that:

- a. is expected to be of long, continued and indefinite duration
  - b. substantially impedes the person's ability to live independently
  - c. is of such a nature that such ability could be improved by more suitable housing conditions.
4. For purposes of qualifying for housing programs, the term does not include any individual whose disability is based solely on any drug or alcohol dependence.
5. Individual with handicaps, as defined in 24 CFR 8.3, as follows: means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. As used in this definition, the phrase:
- (a) Physical or mental impairment includes:
    - (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
    - (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
    - (3) The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
  - (b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
  - (c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
  - (d) Is regarded as having an impairment means:
    - (1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
    - (2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
    - (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

6. The definition of handicap in Section 504 of the Rehabilitation Act of 1973 does not include homosexuality, bisexuality, or transvestitism. (*these characteristics do not disqualify an otherwise disabled applicant/resident from being covered*).

### **Disallowance (Disregard)**

An exclusion from annual income for purposes of rent computation.

### **Displaced Person**

A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws.

### **Divestiture Income**

Imputed income from assets, including business assets, disposed of by applicant or resident in the last two (2) years at less than fair market value.

### **Domestic Violence**

Actual or threatened physical violence of a recent or continuous nature directed against one or more members of the applicant's family by a spouse or other family member. Violence, as defined here, also includes dating violence, sexual assault, and stalking.

### **Drug**

A controlled substance as defined in the Controlled Substances Act

### **Drug-related Criminal Activity**

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use a drug. (*24 CFR 5.100*)

### **Due Process Determination**

A determination by HUD that specified procedures for judicial eviction under State and local law require that a tenant be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the unit. (*24 CFR 966.53*)

### **EID Earned Income Disallowance (Disregard)**

## **Elderly Family**

A family whose head, co-head, spouse or sole member is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. (24 CFR 5.403)

## **Elderly Person**

A person who is at least 62 years of age (24 CFR 5.100)

## **Elements of Due Process**

The court procedures for eviction under State and local law require all of the following before eviction from a unit: (24 CFR 966.53)

1. the opportunity for a hearing on the existence of serious or repeated lease violations or other good cause for eviction
2. advance notice of the hearing, and of the alleged reasons for eviction
3. hearing before an impartial party
4. the opportunity to be represented by counsel
5. the opportunity to present evidence and question witnesses
6. a decision on the reasons for eviction before the occupants are evicted

## **Eligibility Income**

This is the applicant's **Annual Income** amount. This figure is compared to the HUD-approved income limits (issued annually) to determine if an applicant family is eligible for admission.

## **Extremely Low Income Family**

A Family whose Annual Income is equal to or less than 30% of Area Median Income, adjusted for family size, as published by HUD.

## **Eviction**

Forcing the occupants to move out of the unit.

## **Family**

Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in Authority housing; OR two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in Authority housing.

“Family” also includes: Elderly Family, Near Elderly Family, Disabled Family, Displaced Person, Single Person, the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent (e.g., a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family (24 CFR 5.403)

## **Family Self Sufficiency**

Any approved program established by the Authority to promote self-sufficiency among participating families, including the provision of supportive services, toward the goal of the families’ no longer needing public assistance.

## **Flat Rents**

Rents set by the Authority, that are based on market rate rents and comparable to rents in the private sector for similar type and size units. Do not include an allowance for utilities.

## **Foster Child/Adult**

A child/adult placed in the care of a Foster Family by a licensed Child Placement Agency or Adult Placement Agency.

## **Fraud**

Fraud as defined under any Federal or State civil or criminal statute, or any other deliberate misrepresentation to this Authority by any member of an applicant or resident family. (24 CFR 966.2)

## **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. Educational institutions include but are not limited to: colleges, universities, secondary schools, vocational schools or trade school (24 CFR

5.603)

### **Guest**

For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.

### **Hardship Waiver (Minimum Rent)**

A family may apply for a waiver of the minimum rent if one of the following situations occurs

1. Family has lost eligibility for or is awaiting approval of federal, state, or local assistance (includes family with member who is a noncitizen who is lawfully admitted for permanent residence)
2. Family's income has decreased because of changes in circumstances, including loss of employment
3. A family member has died

### **Hate Crimes**

Actual or threatened physical violence or intimidation of a recent or continuing nature that is directed against a person or his property that is based on the person's race, age, color, religion, sex, national origin, disability or familial status.

### **Head of Household**

Head of household is the family member (identified by the family) who is held responsible and accountable for the family.

### **Household**

The tenant and other persons who live in a unit with written approval of the Authority. (24 CFR 966.2)

### **Imputed Welfare Income**

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

### **Income - Adjusted**

See “Adjusted Income”

### **Income - Annual**

See “Annual Income”

### **Income - Eligibility**

See “Eligibility Income”

### **Income Limits**

The income limits for each county in the state are determined and published by HUD annually. Income limits are based on 30%, 50% and 80% of median for the area. The Authority’s **Income Limits** are posted.

### **Income-Based Rent**

Total Tenant Payment that is based on the family’s income

### **Kinship Care**

An arrangement in which a relative or non-relative becomes the care giver for a child or children but is not the biological parent of the child or children. The primary care giver need not have legal custody of such child or children to be a kinship care giver under this definition.

### **Live-In Aide (24 CFR 5.403)**

1. A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who
  - a. is determined by the Authority to be essential to the care and well being of the person(s)
  - b. is not obligated to support the family member
  - c. would not be living in the unit except to provide the necessary supportive services
2. A Live-In Aide is not listed on the lease and cannot become a remaining family member for continued occupancy purposes.
3. A Live-In Aide’s income is not counted in determining the family’s income.

### **Low Income Family**

A family whose annual income does not exceed 80 percent of the median

income for the area as determined by HUD with adjustments for smaller and larger families.

## **Medical Expense**

Medical expenses are those which are allowed by the Internal Revenue Service (Publication 502). These are expenses that are anticipated during the period for which annual income is computed and that are not covered by insurance (24 CFR 5.603)

## **Medical Expense Allowance**

For purposes of calculating adjusted income for elderly or disabled families only, medical expense allowance means the medical expense in excess of **3%** of Annual Income, where these expenses are not compensated for or covered by insurance (24 CFR 5.611).

In cases where the family is eligible for both a medical allowance and disability assistance allowance, the following applies:

- 1) If total of all un-reimbursed disability assistance expense is equal to or greater than three percent (3%) of Annual Income, deduction equals the amount of Disability Expenses less 3% of Annual Income, PLUS actual un-reimbursed Medical Expense.
- 2) If total of all un-reimbursed Disability Assistance expense is less than 3% of Annual Income, then the deduction equals the amount by which the sum of Disability Assistance expenses plus Medical Expenses exceeds 3% of Annual Income.

## **Minimum Rent**

A family will pay whichever is highest: **10%** of annual (or gross) income; **30%** of adjusted income, or a \$ 50 minimum rent established by the housing authority. This minimum rent is the total tenant payment, which is reduced by an allowance for utilities where the tenant pays part or all of the utilities. (Example: If the utility allowance is \$50 and tenant is paying minimum rent of \$50, actual amount paid to the Authority would be \$0)

## **Minor**

A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. Some minors are permitted to execute contracts, provided a court has declared them "emancipated."

## **Mixed Population Project**

A public housing project for elderly and disabled families. The Authority is not required to designate this type of project under 24 CFR 945 or prepare an allocation plan.

### **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)

### **Monthly Income**

One-twelfth of Annual Income (24 CFR 5.603)

### **Monthly Adjusted Income**

One-twelfth of Adjusted Income (24 CFR 5.603)

### **Multifamily Housing Project**

For purposes of 504, means a project containing five or more dwelling units (24 CFR 8.3)

### **Near-Elderly Family**

A family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age). The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. (24 CFR 5.403)

### **Near-Elderly Person**

A person who is at least 50 years of age but below 62, who may be a person with a disability. (24 CFR 5.603)

### **Negative Rent**

See Utility Reimbursement

### **Net Family Assets** (24 CFR 5.603)

The net cash value, after deducting reasonable costs (e.g., brokerage or legal fees, settlement costs, penalties for early withdrawal) that would be incurred in disposing of:

- a. Real property (land, houses, mobile homes)
- b. Savings (CD, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- c. Cash value of whole life insurance policies
- d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- e. Other forms of capital investments (business equipment) excluding interests in Indian trust lands and excluding equity accounts in HUD home ownership programs

### **Non-citizen**

A person who is neither a United States citizen nor a National of the United States (*24 CFR 5.504*)

### **Over-income Family**

An individual or family who is not a low-income family at the time of initial occupancy.

### **Portion of project**

Includes one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects (*24 CFR 945.105*)

### **Premises**

The building or complex or development in which the public housing dwelling is located, including common areas and grounds.

### **Previously Unemployed Person**

An individual who has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.

### **Project (504 Definition)**

Means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not on a common site (*24 CFR 8.3*)

## **Public Assistance**

TANF or other payments to families and individuals, based on need, that are made under programs funded, separately or jointly, by Federal , State or local governments.

## **Reasonable Accommodation**

Reasonable accommodation is making alterations or adaptations to provide access to otherwise qualified individuals with disabilities in the use of the program and facilities, without causing undue financial and administrative hardship or substantially altering the program or activity.

## **Re-certification**

Also called re-examination or re-determination. The checking of family circumstances and income at least annually to determine if family composition or income changes would require a change in rent or unit size.

## **Service Provider**

A person or organization qualified and experienced in the provision of supportive services, that is in compliance with any licensing requirements imposed by State or local laws for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis (*24 CFR 945.105*)

## **Single Person**

A person who lives alone or intends to live alone and is not an elderly person, a person with disabilities, a displaced person or the remaining member of a resident family (*24 CFR 945.105*)

## **Specified Welfare Benefit Reduction**

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
2. does not include a reduction or termination of welfare benefits by the agency

- (a) at expiration of a lifetime or other time limit on the benefits
- (b) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self sufficiency or work activities requirements; or
- (c) because a family member has not complied with other welfare agency requirements.

### **Spouse**

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

### **TANF**

Temporary Assistance to Needy Families. The term that replaced AFDC.

### **Temporarily Absent Family Member**

An individual who is or is expected to be absent from the dwelling unit for 180 consecutive days or less and continues to be considered a family member. A family member who is expected to be absent for more than 180 days is considered permanently absent and no longer a family member EXCEPT

1. a family member who is away at school unless information becomes available to the Authority indicating that the student has established a separate household or the family declares that the student has established a separate household.
2. a family member who is absent due to an employment situation
3. a child who has been placed in foster care unless the placement agency confirms that the child has been permanently removed from the home.

### **Tenant Rent**

The amount payable monthly by the family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the 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)

### **Total Tenant Payment (TTP)**

1. Income-Based: Total Tenant Payment is the greater of 30% of the Monthly Adjusted Income (as defined in this Policy) and 10% of the Monthly Annual Income (as defined in this Policy), but never less than the Minimum Rent (except for Hardship Waivers) or greater than the Ceiling Rent, if any.
2. Flat Rent: Total Tenant Payment will be the Flat Rent if the family chooses Flat Rent instead of Income-based rent. (See **Flat Rent**)

If the tenant pays the utilities, the amount of the Utility Allowance is deducted from the TTP UNLESS the family chooses the Flat Rent amount, in which case a utility allowance is not deducted. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

### **Uniform Federal Accessibility Standards**

Standards for the design, construction and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. Standards are in Appendix A to 24 CFR 40

### **Utilities**

Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service is not considered a utility.

### **Utility Allowance (24 CFR 5.603)**

If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family, an amount equal to the estimate made, as approved by the Authority or HUD, of the monthly costs of a reasonable consumption of such utilities for the unit, consistent with the requirements of a safe, sanitary and healthful living environment. **Schedule of Utility Allowances** is incorporated into this Policy and posted.

### **Utility Reimbursement (24 CFR 5.603)**

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. In such a case, the amount will be reimbursed to the family on a monthly basis or directly to the utility company on behalf of the family.

### **Very Poor Family**

See "Extremely Low Income Family"

### **Very Low Income Family**

Family whose Annual Income does not exceed fifty (50) per cent of the median income for the area.

### **Violent Criminal Activity**

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.

## **V. ELIGIBILITY FOR ADMISSION**

- A. It is the Authority's policy to admit only qualified applicants.
- B. An applicant is qualified if he or she meets all of the following criteria:
  - 1. Is a family as defined in Section IV of this Policy;
  - 2. Is a family that meets the HUD requirements on citizenship or immigration status; *(24 CFR 5.500 - 5.528)*
    - a. A family is not eligible for full housing assistance unless every member of the family in the unit is determined to be either a U. S. citizen or have eligible immigrant status as defined by the regulations.
    - b. A Mixed Family (in which one or more family members is determined to be ineligible on the basis of immigration status) may be eligible for prorated assistance.
  - 3. Has an Annual Income (as defined in Section IV) at the time of admission that does not exceed the low income limits for occupancy established by HUD, and posted separately in the Authority office.
  - 4. Provides a documented Social Security number for all family members, age 6 or older, or certifies that they do not have Social Security numbers *(24 CFR 5.216)*
  - 5. Meets or exceeds the Applicant Suitability Screening set forth in Section XI of this Policy *(24 CFR 960.205)*, including attending and

successfully completing an Authority preoccupancy orientation.

## VI. APPLICATIONS FOR ADMISSION

### A. General Conditions

1. Under no circumstances will anyone be denied the right to request or submit an application for housing, unless the Authority has publicly announced the temporary closing of all or part of the Waiting List (see Section IX).
2. Applications will be accepted on Mon through Friday 1:00 to 4:30 at the Housing Authority of the City of Cooper, 1291 W. Dallas Ave. Cooper, TX 75432.
3. A completed written application form, signed by Head, Co-Head or Spouse of the applicant family, will be obtained from all applicants seeking admission to housing.
4. No application will be accepted by mail, unless special arrangements are requested and approved by the Authority, based on a person's disability or other extenuating circumstance that would prevent him/her from coming into the office to fill out the application. Applications received by mail will be dated as of the date of the next regularly scheduled application-taking day and marked with the beginning time of the next regularly scheduled application-taking day. On that date, the applicant will then be placed on the Waiting List.
5. At the time the applicant comes to the office to make application, the Authority staff will interview the applicant and explain the application, verification and screening process.
6. The application package, at a minimum will consists of:
  - a. Application Form
  - b. Personal Declaration
  - c. Applicant Certification
  - d. Information Concerning Citizenship Verification
  - e. Citizenship Declaration Form/Certification of Non-eligible Immigrant Status (if applicable)
  - f. Authorization for Release of Information/Privacy Act Notice
  - g. Criminal History Check Acknowledgment Form
  - h. Applicable Verification Forms

7. At the initial visit, the family will complete and sign the application form and sign all certifications and releases. It is important at the first visit that enough information is obtained to make a preliminary determination of eligibility.
8. The Authority will work on the assumption that the facts certified to by the applicant in the application are correct, although all those facts will be subject to verification later in the application process.
9. As soon as the Authority has a completed, signed application form, the application will be marked with the date, time and income priority and immediately placed on the Waiting List, which is subdivided according to number of bedrooms and type (elderly/non-elderly).
10. **Every applicant who submits a completed, signed application form will immediately be placed on the Waiting List, regardless of whether or not all other application documents have been submitted and regardless of whether or not the applicant initially appears eligible.**

B. Preliminary Determination of Eligibility

1. Within approximately thirty (30) days following the interview, a preliminary review of the applicant's file will take place to check for apparent eligibility or ineligibility based on the statements made on the application and signed certifications.
2. A review of Authority internal records will be made to determine if an applicant has participated in any of the programs administered by this Authority or any other Housing Authority and left the program owing unpaid rent, damages, vacancy loss, or other charges. Such an applicant will not be determined eligible until all funds are repaid in full.
3. **Applicant Determined Preliminarily Ineligible:**
  - a. An applicant who is determined to be ineligible because of information on the application (e.g., over income) or a record of a prior eviction from public housing or debts owing, will be notified in writing of the ineligibility. Notice will:
    - 1) specify reasons why ineligible
    - 2) inform applicant that he or she has ten (10) days after receipt of this notice to request a hearing (see Section XII) in writing.

- 3) if the only reason for denial is money owed to the Authority or another housing agency, inform applicant that he or she has fourteen (14) days to repay the debt or be removed from the waiting list.
- b. Applicant is removed from Waiting List.
- c. Once the decision to deny is made, the application will be filed and kept for three (3) years.

4. **Applicant Determined Eligible:**

Eligible applicants will be notified in writing or by telephone, of the following:

- a. that they have been placed on the Waiting List according to the date and time of their application.
- b. an approximate date applicant is to be housed, determined to the best of the Authority's ability.
- c. that it is their responsibility to submit the rest of their documents, if applicable, within the next six (6) months, as well as report any change in income priority status.
- d. that they will receive notification from the Authority when their name is close to the top of the Waiting List and final verifications are to be processed
- e. that, if they do not hear from the Authority by the end of the six (6) month period, it is their responsibility to contact the Authority to update their information and express interest in remaining on the Waiting List. Otherwise, they will be dropped from the List *unless they have, at initial application, requested assistance with communication as a reasonable accommodation of their disability. Such assistance in updating the Waiting List could include the Authority contacting the applicant with a disability or a designated friend, relative or representative, rather than requiring the applicant to contact the Authority.*

C. **The Waiting List will reflect for each application the following information and will be consistent with Title VI objectives and other requirements:**

1. the date and time of receipt; race and ethnicity of head of household
2. Income priority status
3. the determination by the Authority as to preliminary eligibility or ineligibility
4. date determined eligible or ineligible
5. the unit size(s) for which eligible
6. the date, location, identification and circumstances of each vacancy offered and accepted or denied.

D. Time Table for Final Verifications

1. If there are applicants on the Waiting List, final verification of all application information submitted by the family will be conducted no earlier than ninety (90) days prior to the estimated time the applicant will be offered a unit.
2. When an applicant is approximately within thirty (30) days of being at the top of the Waiting List, Authority staff will begin the applicant screening process, according to Section XI and the Authority's **Screening Procedures (Exhibit 3)**.
3. If there is no one on the Waiting List, verifications and screening will begin immediately after all completed application paperwork has been submitted by the family.

## VII. ADMISSION PRIORITIES AND SPECIAL CIRCUMSTANCES

A. **Deconcentration and Income Targeting**

In its assignment of units, the Authority will, to the maximum extent possible, avoid concentration of the most economically and socially deprived families in any one or all of its developments, in an attempt to achieve a broad range of incomes.

1. Applicants will be grouped according to the following priorities based on income ranges:
  - a. Priority 1: Families with incomes between 0% and 30% of the area median income

- b. Priority 2: Families with incomes between 31% and 80% of the area median income (target is 60% of admissions)
2. As required by the **Quality Housing Responsibility Act of 1998**, at least **40 percent** of the families admitted during the fiscal year **must be** admitted from Priority 1. In order to ensure that at any given time the Authority has not fallen below the required 40%, the following test will be performed prior to each new admission:
  - a. Determine total number of admissions since start of the fiscal year
  - b. Add one to this total (the applicant about to be housed)
  - c. Determine number of families housed to-date with incomes at or below 30% of median
  - d. Divide c by d
    - 1) if the result is .40 or greater, next admission may have an income greater than 30%
    - 2) If the result is less than .40, the next admission must have an income at or below 30% of median.
3. In order to prevent or correct concentrations of the lowest income families in any one project or portion of project, the Authority may skip over a Priority 1 family on the Waiting List in order to house a Priority 2 family with higher income.

*NOTE: a PHA may reduce the 40 percent target for public housing by exceeding the 75 percent minimum targeting requirement for admission of extremely low-income families in the PHA's Section 8 voucher program, not to exceed the lowest of the following: ten percent of the public housing waiting list admissions; ten percent of the Section 8 waiting list admissions; the number of low-income families (other than extremely low-income families) that lease public housing units in high-poverty census tracts, defined as those with a poverty rate greater than 30 percent.*

- B. When selecting a family for a unit in housing designated for elderly families, the Authority will give a priority to elderly and near elderly; When selecting a family for a unit in housing designated for disabled families, the Authority will give a priority to disabled families.
- C. When selecting a family for a unit with accessible features, the Authority will give priority to families that include disabled persons who can benefit from the unit's features.

- D. If no family needing accessible features can be found for a unit with accessible features, the Authority will house a family not needing the features, subject to the procedures described in the Tenant Selection and Assignment plan, described in Section XIII Under this Policy. A non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.
  
- E. Over-Income Families (for PHAs under 250 units). If there are vacant Units and there is no one on the waiting list
  - 1. the Authority will advertise the availability of the unit for thirty (30) days in the local newspaper
  - 2. a family wanting to lease the unit may do so on a month to month basis until an eligible family applies.
  - 3. if an over-income family becomes available to fill the unit before the advertising period is up, the Authority will move the family into the unit immediately.
  - 4. A market rate rent will be charged for the unit.
  - 5. When an eligible family becomes available, the over-income family will be given thirty (30) days notice to vacate
  
- F. If determined necessary to increase security within a project, the Authority may rent a unit to a police officer who is not otherwise eligible.
  - 1. Rent and terms of the lease will be negotiated between the Authority and the officer.
  - 2. Officer must be employed full-time as a professional officer licensed by a federal, state or local government agency.

## **VIII. OCCUPANCY STANDARDS**

- A. It is the Authority's policy that units should be occupied by families of the appropriate size. This policy maintains the usefulness of the units while preserving them from excessive wear and tear.
  
- B. The following minimum and maximum number of persons per unit guide will govern the number of bedrooms required to accommodate a family of a given size and composition:

<b>Occupancy Guidelines</b>		
<b><u>Number of Bedrooms</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

- C. Families may choose to be placed on the waiting list for a unit one bedroom size smaller than that designated on the chart. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.
- D. Under the minimum-number-of-persons-per-unit standard, generally two people will share a bedroom, except that units will be so assigned that:
1. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom **except at the request of the family.**
  2. Exceptions to these standards may be made in the case of reasonable accommodations for a person with disabilities.
  3. An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit.
  4. In determining unit size, the Authority will consider a child who is temporarily away from home because of placement in foster care, kinship care or away at school.
  5. Two children of the opposite sex will not be required to share a bedroom **except at the request of the family.** Two children of the same sex are expected to share a bedroom, regardless of their ages.
  6. The living room or dining room will not be considered as a bedroom when determining the minimum size unit for which a family qualifies.
  7. A single head of household parent will not be required (but may choose) to share a bedroom with his/her child.
  8. A live-in attendant may be assigned a bedroom.

9. For verified reasons of medical or health problems, a separate bedroom may be provided for an individual family member.
  10. A single person who is not elderly, disabled, displaced or the remaining member of a resident family, may not be placed in a larger than one bedroom unit.
- E. At the discretion of the Authority, families may be permitted to exceed the maximum as shown on the chart when the family requests such occupancy, and when the Authority determines that the unit in question is large enough.
  - F. In any case, no larger unit will be held vacant due to lack of appropriate-sized family on the Waiting List, if it is not financially feasible to do so.
  - G. In assigning unit sizes, the Authority will take into account different cultural standards, length of time the family would have to wait for smaller versus larger units, and the age, relationship and sex of family members.

## **IX. THE WAITING LIST**

- A. General Management
  1. It is the policy of the Authority to administer its Waiting List as required by the regulations at 24 CFR 960.
  2. The Authority, at its discretion, may restrict application intake, suspend application intake, and close Waiting Lists in whole or in part. The Authority may open or close the list by unit size or type available.
  3. At the time of initial intake, the Authority will advise families of their responsibility to notify the Authority when their circumstances, mailing address or phone numbers change.
- B. Closing the Waiting List
  1. Decisions about closing the Waiting List will be based on
    - a. the number of applications available for a particular size and type of unit,
    - b. the ability of the Housing Authority to house an applicant in an appropriate unit within a reasonable period of time

2. Decisions to close the Waiting List, restrict intake or open the Waiting List will be publicly announced.
3. During the period when the Waiting List is closed, the Authority **will not** maintain a list of individuals who wish to be notified when the waiting list is re-opened
4. When the waiting list is closed or re-opened, a sign will be placed in the lobby (*office, window*) and an advertisement will be placed in the newspaper. The sign and ad will indicate which parts of the Waiting List are affected (program, type and bedroom size).

C. Removal of Applications from Waiting List

1. The Authority will remove an applicant's name from the Waiting List under the following circumstances:
  - a. The applicant requests that the name be removed.
  - b. The applicant has failed to advise the Authority of his/her continued interest in being on the Waiting List. The Authority requires applicants to notify the Authority of continued interest on a six (6) month basis (*subject to reasonable accommodation for persons with disabilities--see Section VI B 4 e*) This includes advising the Authority of any changes in family status, priority status, or in physical or mailing address.
  - c. The Authority has made reasonable efforts to contact the applicant to schedule interviews or obtain information necessary to complete the application process and the applicant has failed to respond. In this case, the Authority will notify the applicant in writing or by telephone that he/she has ten (10) days within which to reschedule the interview or provide the needed information. If applicant fails to respond within that period, the application will be withdrawn.
  - d. The applicant has failed to pay an outstanding balance owed to the Authority.
  - e. The Authority has notified the applicant of its intention to remove the applicant's name because the applicant was determined ineligible based on preliminary information on the application or pursuant to the verification process. In this case, the applicant may request an Informal Hearing for Denials (see Section XII). He/she must respond in writing within ten (10) days of receipt of the written notification.

2. The Authority will consider mitigating circumstances such as disabilities, health problems or lack of transportation in determining if the application should be withdrawn.
3. Persons whose applications are withdrawn or who are denied may not reapply for twelve (12) months from the date of withdrawal or denial.

## **X. VERIFICATIONS**

### A. General Policies

1. As families approach the top of the Waiting List, no earlier than **ninety (90) days** prior to offer, the Authority will begin to verify the following items according to the Authority's **Verification Procedures** and in accordance with verification guidance provided by HUD in PIH Notice 2004-01 and any subsequent guidance issued by HUD.
  - a. Family Composition and type
  - b. Social Security Numbers of all Family Members Age 6+
  - c. Citizenship or eligible immigration status
  - d. Annual Income
  - e. Assets and Asset Income
  - f. Deductions from Income
  - g. Information used in Applicant Screening
2. Verification Procedures will be modified as needed to accommodate persons with disabilities.
3. The Authority will handle information obtained through the verification process in accordance with the Authority's **Records Management Policy**.
4. Applicants/residents will not be charged for any cost related to verification of information.
5. Consent Forms: Applicants must cooperate fully in obtaining or providing the necessary verifications.

- a. All adult applicants must sign form HUD-9886, Authorization for Release of Information. The purpose of this form is to facilitate automated data collection and computer matching from specific sources. This form covers only release of information on earned income and unemployment income to the PHA and IRS/SSA information to HUD.
  - b. Only HUD is authorized to collect information directly from IRS and Social Security Administration.
  - c. Adult family members will be asked to sign releases on other forms as needed to collect information to determine family's eligibility and level of assistance.
  - d. If any family member who is required to sign a consent form fails to do so, the Authority will deny admission to applicants and terminate assistance of existing residents. The family may request an informal hearing in accordance with Section VII.
6. The Authority is authorized by HUD to use five methods to verify family information, in the following order of priority
- a. Up-front Verification whenever available
  - b. Third-Party Written Verification
  - c. Third-Party Oral Verification
  - d. Review of Documents
  - e. Self-Certification
7. When up-front verification is not available, the Authority will diligently seek third-party verifications using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely manner. (24 CFR 960.259(c)(1))
8. The Authority will document the reasons when the Authority uses a lesser form of verification than third-party.
9. When Third-Party Verification is not required
- a. When legal documents are the primary source, such as birth

certificates or other legal documentation of birth, third-party verification is not required.

- b. The Authority will accept a self-certification from a family as verification of assets disposed of for less than fair market value.
- c. The Authority will use review of documents instead of third-party verification when the market value of an asset is less than \$500 annually and the family has original documents that support the declared amount.
- d. When it is known that an income source does not have the ability to provide written or oral third-party verification, e. g., the source's privacy rules prohibit the source from disclosing information, the Authority will rely on viewing of documents.
- e. The Authority will determine that third-party verification is not available when there is a service charge for verifying an asset or expense and the family has original documents that provide the necessary information. If the family cannot provide the original documents, the Authority will pay the service charge required unless it is not cost effective. (cost of postage and envelopes to obtain third-party verifications is NOT considered unreasonable cost.)

#### 10. Self Certification

- a. The Authority may require a family to certify that a family member does not receive a particular type of income or benefit.
- b. The self-certification must be made in a format acceptable to the Authority and must be signed by the family member whose information or status is being verified.
- c. Certifications must be signed in the presence of an Authority representative.

#### 11. Verification Documents

- a. Any family-supplied documents used for verification must be originals, not photocopies, which are no more than sixty (60) days old.
- b. Documents must not be damaged, altered or illegible
- c. The Authority will accept a document dated up to six (6) months

before the effective date of the family's re-examination if the document represents the most recent scheduled report from a source, e.g., if the holder of a pension annuity provides semi-annual reports, the Authority would accept the most recent report.

- d. Print-outs from Internet pages are considered original documents
  - e. Staff members who view an original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed. The staff member must then sign the copy.
  - f. Family self-certifications must be made in a format acceptable to the Authority and must be signed in the presence of an Authority representative.
12. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the Authority followed all of the Authority's policies and procedures for verification. The documentation should allow a staff member or HUD reviewer to understand the process followed and conclusions reached.
13. Age of Verifications
- a. Only verified information that is less than ninety (90) days old may be used for certification or re-certification.
  - b. Verified information that is more than ninety (90) days old must be re-verified before the family is housed.
  - c. Verified information not subject to change, such as birth dates need not be re-verified at reexamination..

**B. Social Security Numbers (24 CFR 5.210)**

- 1. Families are required to provide a Social Security Number for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. All applicable members of the family must either
  - a. submit Social Security Number documentation; or

- b. sign a certification if they have never been issued or assigned a Social Security Number
- 2. If the individual is under 18, the certification must be executed by his or her parent or guardian.
- 3. If the family member who has signed a certification later obtains a number, it must be disclosed at the next regularly scheduled income reexamination (for residents)
- 4. The Authority cannot require an individual who does not have a number, to obtain one.

### C. **Citizenship Verification**

Verification of citizenship or eligible immigration status will be carried out in accordance with the Authority's **Verification Procedures**.

- 1. In the case of a "Mixed Family" applicant, a member who is a non-citizen not claiming to have eligible status must sign, or must have another family member sign, a certification that they do not have eligible status.
- 2. If no family member is determined to be either a citizen or an eligible immigrant, the family will be denied assistance.
- 3. Restrictions on Denial, Delay or Termination of Assistance.

Assistance **may not** be denied or delayed (or in case of re-examinations, reduced or terminated) on the basis of immigration status if:

- a. verification requests were submitted in a timely manner but Department of Homeland Security has not completed the procedure
- b. the family member for whom required evidence has not been submitted has moved from the assisted unit (*applicable to re-examinations*)
- c. the family member who is determined not to be eligible following verification process has moved from the assisted unit (*applicable to re-examinations*)
- d. the Dept. of Homeland Security appeals process has not been completed (*24 CFR 5.514*)

- e. Assistance is prorated according to 24 CFR 5.520 for a mixed family
  - f. Assistance for a mixed family is continued in accordance with 24 CFR 5.516 and 5.518 (*applicable to re-examinations*)
  - g. Deferral of termination of assistance is granted in accordance with 24 CFR 5.516 and 5.518 (*applicable to re-examinations*)
  - h. Informal hearing process has not been completed (*24 CFR 5.514*)
4. Denial or Termination of Assistance.

Assistance ***shall be*** denied (or in the case of existing residents, terminated) if

- a. Evidence of citizenship and eligible immigration status is not submitted by the family within the required time frame or within any extension granted.
  - 1) Extensions may be granted, in writing, for no more than thirty (30) days
  - 2) Denial of extensions will also be in writing, with reasons provided.
- b. Evidence of citizenship and eligible immigration status was timely submitted but Dept. of Homeland Security verifications do not verify eligible immigration status and
  - 1) family does not pursue Dept. of Homeland Security appeal or informal hearing rights, or
  - 2) Dept. of Homeland Security appeal and informal hearing rights are pursued but final decisions are against the family
- c. Authority determines that a family member has knowingly permitted another ineligible individual to reside on a permanent basis in the assisted unit (without the Authority's knowledge and without the assistance having been prorated because of this individual) *In such case, termination will be for at least twenty four (24) months.*

5. Notice of Denial (or termination). Notice shall state:
  - a. that assistance will be denied or terminated and give the reason
  - b. that family may be eligible for prorated assistance
  - c. in case of existing resident, the criteria and procedures for obtaining relief under the provisions for preservation of families.
  - d. that family has right to appeal the Dept. of Homeland Security results and submit additional documentation supporting the appeal
  - e. that family has right to request an informal hearing with the Authority either upon completion of Dept. of Homeland Security appeal or in lieu of Dept. of Homeland Security appeal.
  - f. for applicants, that assistance may not be delayed until the conclusion of the Dept. of Homeland Security appeal, but may be delayed during the pending of the informal hearing process.
  
6. Appeal to Dept. of Homeland Security
  - a. After the Authority notifies family of the results of the Dept. of Homeland Security verification, the family has thirty (30) days to send to Dept. of Homeland Security for an appeal:
    - 1) a cover letter indicating their request for an appeal of the verification results
    - 2) any additional documentation supporting the appeal and a copy of the verification request form used to process the secondary verification
  - b. Family must provide the Authority with a copy of the written request and proof of mailing.
  - c. Within thirty (30) days of receipt of the request, Dept. of Homeland Security will render a decision or notify the family of the reasons for any delay.
  - d. Upon receipt of Dept. of Homeland Security decision, the Authority will notify the family of its right to request an informal hearing on the ineligibility determination.
  
7. Informal Hearing

- a. Family may request a hearing in lieu of an Dept. of Homeland Security appeal or following it.
  - b. Family must request the hearing within thirty (30) days of the notice of ineligibility determination based on immigration status by the Authority, if it does not wish to appeal to DHS; if it has appealed to Dept. of Homeland Security, then the family must request the hearing within thirty (30) days of the Dept. of Homeland Security appeal decision.
  - c. The hearing will be conducted according to the Authority's informal hearing procedure as outlined in Section XII.
  - d. The Authority will provide the family with a written final decision and the reasons for that decision, based solely on the facts presented at the hearing, within fourteen (14) days of the date of the informal hearing.
8. Retention of documents. The Authority will retain for a minimum of five (5) years all of the documents related to the Dept. of Homeland Security appeal or informal hearing process. (24 CFR 5.514)

## **XI. APPLICANT SUITABILITY SCREENING**

- A. It is the Authority's policy that all applicants will be screened in accordance with HUD regulations (24 CFR 960) and the Authority's **Screening Procedures**. Otherwise eligible applicants will be screened and those who meet the screening criteria will be considered suitable for housing, as follows:
1. Past performance in meeting financial obligations, particularly rent, is satisfactory (where nonpayment or late payment of rent has occurred, Authority will take into account extenuating circumstances, such as family illness, loss of job, etc., that may have caused the delinquency).
  2. No record of disturbance of neighbors, destruction of property, or living or housekeeping habits which adversely affect the health, safety or welfare of other residents (*this includes alcohol abuse where the abuse results in behavior which interferes with the health, safety, or right to peaceful enjoyment of premises by other residents*)
  3. No history of criminal activity involving crimes of physical violence to persons or property; possession, sale or use of illegal substances; or

any other criminal acts that adversely affect the health, safety or welfare of themselves or other residents

B. Persons with Disabilities: The Authority may not compel any applicant to reveal information about the nature and extent of an applicant's disability as a routine part of the application process. However, the Authority may.

1. ask all applicants whether they need any special features in their units or any special processing (reasonable accommodation) because of a disability *(to qualify for the special unit features or reasonable accommodation, the applicant must document that the family includes someone who needs the unit features or the reasonable accommodation)*
2. ask all applicants whether the head or spouse is a person with a disability for the purposes of qualifying the family for
  - a. the \$400 disabled family deduction from income
  - b. if a non-elderly family, the deduction of non-reimbursed medical expenses *(unless the head or spouse is documented to be a person with a disability, the family cannot receive this deduction)*
3. ask all applicants claiming work-related disability expenses to provide documentation of the presence of a person with a disability.

C. The following persons will be denied admission

1. Persons who have been evicted from any federally-assisted housing because of drug-related criminal activity are ineligible for admission to public housing for a three (3) year period beginning on the date of such eviction. This may be waived by the Authority if
  - a. the person demonstrates successful completion of a rehabilitation program approved by the Authority
  - b. circumstances leading to the eviction no longer exist, e.g., the individual involved in the drug-related activity is no longer in the household because the person has died or is imprisoned.
2. Persons engaging in illegal use of a drug will be denied admission if:
  - a. The Authority determines that any household member is currently engaging in illegal use of a drug; a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable

belief that the behavior is current)

- b. If the Authority determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
  3. Persons convicted of drug-related criminal activity for manufacture or production of methamphetamines on the premises of federally assisted housing are permanently prohibited from admission.
  4. Persons subject to a lifetime registration requirement under a State sex offender registration program are permanently prohibited from admission.
  5. Persons who have demonstrated a pattern of alcohol abuse that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- D. Methods of screening: Authority will;
1. complete a rental history check on all applicants.
  2. complete a criminal background check and sex offender check on all applicants 18 years of age or older. Criminal check will be conducted according to the Authority's **Criminal Screening Policy**.
  3. conduct personal interviews
- E. In the event of receipt of any unfavorable information regarding conduct of the applicant or a household member of an applicant family, the Authority will give consideration to the time, nature and extent of applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects in determining eligibility of the applicant. Factors to be considered will include:
1. Evidence of rehabilitation;
  2. Evidence of applicant family's participation or willingness to participate in social service or other appropriate counseling service programs and the availability of such program;
  3. Evidence of the applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

4. Willingness to exclude a family member who falls into one of the categories in "C" above.
  5. Evidence that criminal activity relates to a domestic violence situation.
- F. The Authority may, where a statute requires that the Authority prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
- G. **Misrepresentations:** If misrepresentations on the Application for Admission are determined before the family is housed, the family will be denied housing. If misrepresentations result in housing an ineligible or unsuitable family, the family may be required to vacate even though currently eligible. If misrepresentation or failure to provide facts has resulted in payment of a lower Total Tenant Payment than should have been paid, the family will be required to pay the difference between the Total Tenant Payment paid and the amount which should have been paid. In justifiable cases, the Authority may take such other action as deemed reasonable.

## XII. INFORMAL HEARING FOR DENIALS

- A. All applicants who are denied by the Authority will receive a letter that informs them of their right to request in writing, within ten (10) days of receipt of the denial letter, a hearing with the Executive Director or his/her designee.
- B. A hearing may be requested as a result of denial based on preliminary application information or on results of the final verification and screening process.
- C. Upon receipt of the applicant's written request, the Authority and applicant will agree on a time for an informal hearing, which should occur within the 30-day period following the denial date.
- D. During the hearing, the applicant will be afforded an opportunity to present evidence rebutting the grounds for denial.
- E. The hearing will conform to the following procedures:
  1. If the decision to deny admission is based on allegations by a third party, the Authority **will attempt** to have the third party present.

2. The Authority staff person who made the decision must be present to provide available facts and to be questioned.
  3. The decision must be based solely on evidence presented at the hearing.
  4. The applicant has a right to inspect his/her file.
- F. If, as a result of information presented by the applicant at the Informal Hearing, the Authority reverses its decision to deny the applicant, no new application is required and the applicant will be returned to the appropriate spot on the Waiting List.
- G. If the applicant does not request a hearing within the designated period, he/she waives his/her right to a hearing.

### **XIII. TENANT SELECTION AND ASSIGNMENT**

A. Policy

It is the Authority's policy that each applicant will be assigned his/her appropriate place on one Community-Wide Waiting List in sequence based upon date and time the application is received, type and size of unit needed. Exceptions will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by Fair Housing and Equal Opportunity.

B. Method of Applicant Selection

1. The Authority will first match the characteristics of the applicant to the unit available, including size, type and special features of the unit (e.g., accessible) and any priorities for admission required for designated or mixed population housing.
2. Further, in the selection of a family for a unit with accessible features the Authority will give priority to families that include a person with disabilities who can benefit from the unit features. (24 CFR 8.27)

C. **Assignment Plan**

1. The selection and assignment of applicants to suitable housing will assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, age, familial status, national origin, or disability.
2. Each qualified applicant first in sequence on the Waiting List will be made **one** offer of a unit of appropriate size. If more than one unit of the appropriate size is available, the first unit offered will be the one that will be ready for occupancy first.
3. The applicant has three (**3**) working days from the date the offer is made (by phone, registered mail or the method of communication designated by the applicant) to accept the offer.
4. If the applicant does not accept the offer, he/she will be moved to the bottom of the Waiting List.
5. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the Authority, clear evidence ("**good cause**") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion, or national origin, the applicant will not be dropped from the Waiting List.
6. Examples of good cause reasons for refusal of an offer include, but are not limited to:
  - a. inaccessibility to source of employment, education, job training, day care, special schools for disabled children, etc.
  - b. presence of lead paint in the unit offered when the applicant has children under the age specified by current law.
  - c. verified reasons the location would place a family member's life, health or safety in jeopardy.
  - d. a health professional verifies temporary hospitalization or recovery from an illness or need for a live-in aide to care for the principal household member
  - e. unit is inappropriate for applicant's disabilities, or the family does not need the accessible features offered by the unit; does not want to be subject to a 30-day notice to move.

D. Dwelling Units with Accessible/Adaptable Features

1. Before offering a vacant accessible unit to a non-disabled applicant,

the Authority will offer such units:

- a. First, to a current occupant of another unit of the same development, or other public housing development under the Authority's control, having a disability that requires special features of the vacant unit (transfer)
  - b. Second, to an eligible applicant on the Waiting List having a disability that requires the special features
2. When offering an accessible/adaptable unit to a non-disabled applicant, the Authority will require the applicant to sign an agreement to move to an available non-accessible unit within thirty **(30) days** when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.
- E. Initial intake, Waiting List management, screening and offers of housing will be made from the central Authority office. The Authority will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.
- F. Transfers will be permitted according to the Authority's transfer policy described in Section XIV.

#### **XIV. TRANSFERS**

- A. The Authority will maintain a list of families (by number of bedrooms) that need to be transferred.
- B. The family name shall be placed on this list on the day the Authority becomes aware of family composition change or other circumstances requiring a change.
- C. Families that are under housed will be given priority over families that are over housed.
- D. Families needing special consideration because of a disability will be accommodated before under and over housed families, whenever possible.
- E. Emergency and certain administrative transfers will take priority over new admissions, as follows:
  1. condition of the unit poses an immediate threat to the resident's life,

health or safety, as determined by the Authority. Examples are:

- a. defects hazardous to health or safety need to be repaired
  - b. verified medical problems of a life-threatening nature need to be alleviated
  - c. threat assessment by a law enforcement agency that a family member is in danger of attack by criminal element or subject to hate crimes in a particular property or neighborhood
2. unit is slated for modernization
  3. individuals needing an available unit that is accessible or adapted for use by handicapped or disabled
- F. Residents will be transferred to a dwelling unit of equal size, either within a location or site or between locations or sites **only** to alleviate hardships as determined by the Authority.
- G. The Authority will not require a family residing in a unit too large for its needs to transfer into a smaller unit unless the Waiting List reflects a need for the occupied unit.
- H. Residents will receive one offer of a transfer. Refusal of that offer without good cause may result in lease termination. The "good cause" standard that is applicable to new admissions will also apply to transfers.
- I. The cost of transfers to correct occupancy standards will be the responsibility of the family.

## **XV. LEASING** (24 CFR 966)

- A. It is the Authority's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations (24 CFR 966)
- B. The Authority shall utilize a **Lease**, incorporated into this Policy which:
1. Does not contain unreasonable terms and conditions;
  2. Obligates the Authority to maintain the project in a decent, safe and sanitary condition;
  3. Requires the Authority to give adequate written notice of termination of

the Lease which will be:

- a. Fourteen **(14) days** in the case of nonpayment of rent or chronic late payment of rent
  - b. A reasonable period of time considering the seriousness of the situation (but not to exceed thirty (30) days)
    - 1) if the health or safety of other residents, Authority employees or persons residing in the immediate vicinity of the premises is threatened; or
    - 2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
    - 3) if any member of the household has been convicted of a felony.
  - c. Thirty **(30) days** in any other case
4. Requires that the Authority may not terminate the tenancy except for serious and repeated violations of the terms or conditions of the Lease or for other good cause.
  5. At annual re-examination, the Authority may terminate the tenancy for noncompliance with the Community Service requirement.
  6. Requires that the lease be bifurcated in the event of domestic violence, dating violence, sexual assault, or stalking so that the offending member of the household can be evicted.

C. Each Lease will specify the

1. unit to be occupied
2. the date of admission
3. the size of the unit to be occupied
4. all family members who will live in the unit
5. the Total Tenant Payment (gross rent) and security deposit to be charged
6. the utility allowances

7. other charges under the Lease
  8. terms of occupancy
- D. The Lease will be explained in detail to the applicant family before its execution.
- E. The Lease will be kept current at all times.
- F. Each adult member of the family accepted as a resident is required to sign the Lease prior to actual admission.
- G. One copy of the Lease will be given to the family and the original will be filed as part of the permanent records established for the family.
- H. The Lease package given to the family will include at a minimum:
1. A copy of the Pet Policy and Pet Agreement, if applicable
  2. Lawn Care Agreement
  3. Lead Based Paint Brochure and Certification
  4. Smoke Detector Certification
  5. Housekeeping Policy
  6. Grievance Policy
  7. Schedule of Other Charges
  8. Community Service/Self Sufficiency Policy and Certification Forms
  9. Rent Choice Certification
  10. Information on Minimum Rent Waivers for Hardship
- I. If a resident family transfers to a different unit, the existing Lease will be canceled and a new Lease for the new unit will be executed by each adult member of the family.
- J. If any change in a family's status results in the need to change or amend any provisions of the Lease, or if the Authority desires to waive a Lease provision with respect to a family
1. the existing Lease is to be canceled and a new Lease executed, or

2. A Notice of Rent Adjustment is to be issued, or
  3. an appropriate rider to the Lease is to be prepared and executed by the Authority and the adult family members and made a part of the existing Lease.
- K. Cancellation of a family's Lease will be in accordance with the provisions of the Lease.
- L. The current **Grievance Procedure** is incorporated into the Lease by reference.

## **XVI. ADDITIONS TO HOUSEHOLD AND VISITORS**

- A. Only those persons listed on the Lease will be permitted to occupy the unit
- B. Except for natural births to or adoptions by family members or court awarded custody, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit
- C. Following receipt of a family's request for approval to add a new person to the Lease, the Authority will conduct a pre-admission screening of the proposed new member. Subject to the screening process and occupancy standards, the Authority will approve or disapprove the request.
- D. Children born to or adopted by a family member, under the age below which Juvenile Justice records are made available, or children added through a kinship care arrangement are exempt from the pre-admission screening process.
- E. Examples of situations where the addition of a family or household member is subject to screening are:
1. Resident plans to be married and files a request to add new spouse to Lease
  2. Resident desires to take in a foster child over the age for which Juvenile Justice records are available
  3. Resident desires to add a live-in aide

4. A unit is occupied by a remaining family member(s) under age (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of household.
  5. The spouse of an existing resident has been released from prison and wishes to move in.
- F. Resident families who fail to notify the Authority of additions to the household or permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered unauthorized occupants by the Authority and the entire household will be subject to eviction.
- G. Visitors
1. may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on Authority premises that would be a Lease violation.
  2. Guests or visitors are allowed no more than fifteen (15) consecutive days within a twelve (12) month period, unless the Authority has provided prior written approval
- H. Roomers or lodgers will not be permitted to occupy a unit, nor will they be permitted to move in with any family occupying a unit.
- I. Family members 18 or older or emancipated minors who move from the unit to establish new households will be removed from the Lease. The resident has the responsibility to report the move-out within thirty (30) days of its occurrence.
- J. Residents will not be given permission to allow ex-residents of the Authority who have been evicted to occupy the unit for any period of time.
- K. Applicable income (see Section IV, Annual Income) of individuals added to the Lease will be included in Annual Income and subsequently in determining new rent.

## XVII. INSPECTIONS

- A. Units shall be inspected:
1. ***At move-in prior to occupancy:*** dwelling unit and premises will be inspected jointly by the applicant and Authority staff; at this time, both parties will agree on the move-in condition of the unit by signing an

inspection check sheet. The original check sheet will be kept by the Authority and a copy will be given to the family.

2. **Every twelve (12) months** (but not less than annually) Units will be inspected annually using HUD's Uniform Physical Conditions Standards guidelines.

Follow-up Inspections will be scheduled within forty five (45) days if housekeeping practices or other circumstances require. The inspection will serve as a guide in the determination of needed maintenance or repairs and to assess damage over and above normal wear and tear. Failure to maintain a safe, decent and sanitary dwelling unit and premises may result in Lease termination.

3. **At move-out.** inspection should be done with family, unless family has previously vacated the unit and is unavailable. In the latter case, Authority staff will conduct inspection independently.
4. **Special Inspections**, if deemed necessary, may be performed after proper notice.

- B. Appropriate notice to the family prior to inspections will be in accordance with Section XI of the **Lease**.

## **XVIII. SECURITY DEPOSITS**

A security deposit will be charged to resident families, payable prior to occupancy unless other arrangements are made, to cover the cost of property damage and/or abuse that is noted when the family vacates the unit. Amount of security deposit and provisions for refund are contained in the lease.

## **XIX. RESIDENT ORIENTATION**

Eligible applicants selected for admission will be required to participate in an orientation program conducted by the Authority to acquaint new resident families with such items as

- A. Authority policies, including Community Service Policy
- B. Lease
- C. Maintenance procedures
- D. Services provided by the Authority
- E. Grievance procedures
- F. Resident rights
- G. Responsibilities and obligations
- H. The operation of appliances and equipment in the unit
- I. The Housekeeping Policy

## **XX. INCOME DETERMINATION**

- A. HUD regulations at 24 CFR Part 5.609 define what is and what is not counted as income for purposes of eligibility and rent determination. Definition can be found in Section IV Definitions, Annual Income.
- B. Income received by all family members must be counted UNLESS specifically excluded by the regulations.
- C. **Family Composition and Impact on Income**

It is the responsibility of the head of household to report changes in family composition which would affect total income and rent determination. The following outlines how income is affected by family composition.

1. Head, spouse or cohead and other adult family members - all sources of income not specifically excluded by regulation are counted.
2. Full-Time students 18 years of age or older (not head, spouse or cohead)
  - employment income above \$480 per year is excluded (24 CFR 5.609(c)(11))
  - all other sources of income, except those specifically excluded by

the regulations are included.

3. Children under 18 years of age
  - all employment income is EXCLUDED (24 CFR 5.609(c)(1))
  - all other sources of income, except those specifically excluded by the regulations, are included.
4. Foster Children - Income from all sources is EXCLUDED (24 CFR 5.609(c)(2))
5. Live-In Aides - Income from all sources is EXCLUDED (124 CFR 5.609(c)(5))
6. **Temporarily Absent Family Members** - if member is approved to live in the unit, income will be counted even if family is temporarily absent. (see Section IV Definitions, for definition of *temporarily absent*)
7. If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. If this person is elderly or disabled and was considered the head of household for deduction purposes, the family will lose the deduction(s) (elderly/disabled head and medical/disability expense deductions) unless another family member still in the household qualifies for these deductions.
8. Dependents who are subject to a joint custody arrangement will be considered a member of the family if they live with the family 50 per cent or more of the time.
  - a. When more than one family is claiming the same dependent(s) as family members, the family with primary custody at the time of initial examination or reexamination will be able to claim the dependent(s).
  - b. If there is a dispute, the Authority will make the determination based on available documents such as court orders or an IRS return showing which family has claimed the child(ren) for income tax purposes.
9. Caretakers for a Child or Children, if neither a parent nor designated guardian remain in a household
  - a. If a responsible agency has determined that another adult is to be brought into the dwelling unit to care for a child or an

indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

- b. If a caretaker has assumed responsibility for a child without the involvement of an agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for ninety (90) days. At the end of the ninety (90) days, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such a case, the Authority will extend the caretaker's eligible visitor status.
  - c. At any time custody or legal guardianship is awarded to the caretaker, the caretaker will be placed on the lease as a family member and become subject to income and deduction rules.
  - d. During any period that a caretaker is considered a visitor, the income is not counted and the caretaker is not eligible for any deductions.
- D. The Authority is required to count all income "anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual reexamination effective date" based on current circumstances.
- E. HUD authorizes the Authority to use other than current circumstances to anticipate income when:
- 1. An imminent change in circumstances is expected (e.g., a pending increase in Social Security)
  - 2. It is not feasible to anticipate a level of income over a twelve (12) month period (e.g., seasonal or cyclic income)
  - 3. PHA believes that past income is the best available indicator of expected future income (24 CFR 5.609(d))
- F. The Authority will calculate income to be used for rent calculation as defined in Section IV **Income**.

## **XXI. RENTS AND RENT ADJUSTMENTS**

### **A. Choice of Rent**

1. The family will have a choice of Tenant Rent which will be either an income-based rent or the flat rent. The family will not be offered this choice more than once per year.
2. **Income-Based Rent** - Income-based rent is rent that is derived from a percentage of Income. If the family selects income-based rent, Total Tenant Payment (which includes an allowance for utilities) will be the greatest of the following:
  - 1) 10% of Annual Income (Gross Income)
  - 2) 30% of Adjusted Annual Income
  - 3) Authority's minimum rent of \$50
3. **Flat Rents**
  - a. Flat rents represent the actual market value of the Authority's housing units.
  - b. The Authority will review flat rents annually and adjust as needed using the following information
    - 1) rents of non-assisted rental units in the immediate neighborhood
    - 2) size of Authority's units compared to non-assisted rental units from the neighborhood
    - 3) age, type of unit and condition of Authority's units compared to non-assisted units in the neighborhood
    - 4) land use in the surrounding neighborhood
    - 5) amenities (such as child care, laundry facilities, playgrounds, community rooms, social services, etc) at the Authority compared to those offered by non-assisted developments in the neighborhood
    - 6) crime in Authority's neighborhood and surrounding neighborhoods
    - 7) quality of schools serving Authority's development(s)
    - 8) availability of public transportation at each Authority

development

- 9) availability of accessible units for persons with disabilities
- c. Flat rents DO NOT include a utility allowance
- d. Once a family has selected flat rent, the rent will remain constant throughout the twelve (12) months, even though the Authority may have adjusted the flat rent amounts during that period. If, at reexamination, the family chooses to remain on flat rent, the new amount will take effect.
- e. If, at any point between reexaminations, the family's income decreases, they may request to be put immediately back on income-based rent.
- f. The family may not switch back to flat rent before the next reexamination. If, before next reexamination, the family's income increases again due to a family member's finding employment and the income-based rent would exceed the flat rent amount, the family will be placed on Ceiling Rent until the next reexamination. At the next reexamination, family may be placed back on flat rent.
- g. **Flat Rent** - the flat rents are as follows:
  - 1) 1-Bedroom Unit = 250
  - 2) 2-Bedroom Unit = 300
  - 3) 3-Bedroom Unit = 350
  - 4) 4-Bedroom Unit = 400

**B. Ceiling Rent**

1. Ceiling rents may not exceed 75% of operating expense for the development or the applicable flat rent for a unit.
2. Ceiling rents are maximum rents that will be used only in interim

situations where a family is not eligible for flat rent and the income-based rent would be greater than the flat rent amount.

3. Ceiling rents include utility allowances.

**C. Prorated Rent for Mixed Families**

If a mixed family requests prorated rent, the Authority will make it available as required in 24 CFR 5.520 and compute rent according to instructions.

- D. Minimum Rent** - the minimum rent is \_\_\_50\_\_\_, which includes a utility allowance.

**E. Hardship Cases**

1. The family may apply for a waiver of the minimum rent if one of the following situations occurs
  - a. The family has lost eligibility for or is awaiting federal, state or local assistance, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence.
  - b. Income has decreased because of a change in circumstances, including loss of employment
  - c. A family member has died
  - d. When the family would be evicted as a result of the imposition of the minimum rent requirement
2. When the family requests a hardship waiver, the minimum rent requirement will be immediately suspended pending determination by the Authority of the family's eligibility for the suspension.
3. Family determined ineligible for hardship waiver:
  - a. If it is determined by the Authority that the family does not qualify for the hardship, the minimum rent will be reinstated plus any back minimum rent owed for the period the rent was suspended.
  - b. Family may appeal the determination through the Authority's **Grievance Procedure**.
  - c. A family who appeals a financial hardship determination through the **Grievance Procedure** is exempt from any escrow deposit

required.

4. Family determined eligible for hardship waiver
  - a. Temporary Hardship--less than ninety (90) days  
If the Authority determines that the hardship is temporary, the minimum rent will be imposed, including back payment for minimum rent from the time of suspension.
    - 1) Family will not be evicted for nonpayment of rent during the 90-day period beginning on the date of the family's request for waiver.
    - 2) The Authority will negotiate a repayment agreement with the family if necessary for any rent not paid during this period.
  - b. Long Term Hardship--ninety (90) days or more  
If it is determined that the family qualifies for the long-term hardship waiver of the minimum rent, the family will report every thirty (30) days to the Authority.

#### F. Interim Adjustments

1. Any and all changes in family income and composition (for example, size) must be reported by Resident to Authority within ten (10) days of such change(s).
2. Rent will not be changed between admission and regularly scheduled re-examinations except for reasons and according to procedures outlined in Section VII of the **Lease**, as follows:
  - a. It is determined that rent is based on false or incomplete information supplied by Resident
  - b. It is found that an error was made at admission or re-examination (Resident will not be charged retroactively for error made by Management)
  - c. At regular re-examination it was impossible to verify Resident's income. In this case a temporary rent is charged and Resident must report to the Management every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to Resident's account and underpayment will become due and payable

- d. A rent increase or decrease is necessary to comply with requirements of HUD or other requirements of law
- e.  Option 1: An increase in annual gross income of \$\_\_\_\_\_ or more has occurred.
- Option 2: An increase in annual gross income has occurred.

***(PHA has the option of using a fixed rent system where rent is not increased between annual re-examinations even if income goes up; or an interim system where rent is increased with every income increase or with a certain PHA-determined amount of income increase, e.g. \$500)***

- f. Resident can show a change in circumstances (such as loss of job or emergency medical costs) or a decline in income which would justify a reduction in rent.
  - g. There is a change in Resident's family composition (for example, size) that would affect rent.
3. **If the family has lost or had its public assistance reduced as a result of fraud or failure to participate in an economic self sufficiency program or comply with a work activities requirement, the rent will not be reduced.**
- a. If the family has received a specified welfare benefit reduction the amount of imputed welfare income will be included in family income for rent computation purpose.
  - b. The amount of imputed welfare income will be determined by the Authority using information received from the welfare agency.
  - c. When additional income earned by the family from other sources reaches an amount at least equal to the imputed welfare income amount, the imputed welfare income will be reduced to "0".
  - d. The Authority may not include imputed welfare income in annual income if the family was not receiving housing assistance at the time of the sanction by the welfare agency.
  - e. If the family disputes the Authority's calculated amount of imputed welfare income and the Authority denies the family's

request to modify the amount, the Authority must give the family written notice stating:

- 1) the basis for the determination of the imputed welfare income amount
  - 2) that the family may request a hearing under the Authority's **Grievance Procedure** (the family is not required to pay an escrow deposit in this case, in order to obtain a hearing)
4. No change will be made in rent until Authority has received adequate verification to justify the change and Resident has received a Notice of Rent Adjustment.
  5. If Resident did not timely furnish the information requested by Authority or if Resident misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, the deficiency retroactive to the date the increase in rent should have taken effect, will be due from and payable immediately by Resident to the Authority.
  6. Interim rent changes will become effective as follows:
    - a. **Increases** in rent: first day of the second month following the month which the change occurred, unless the increase is a result of false or incomplete information supplied by the family.
    - b. **Decreases** in rent: first day of the month following the month in which the change was reported and verified.
- G. **Rent Calculation:** Rents will be calculated according to this policy as defined in Section IV, Total Tenant Payment.

H. **Rent Collections**

Rents are due and payable in accordance with provisions of Section II of the **Lease**.

## XXII. UTILITIES

- A. Family and Authority responsibilities for utilities are outlined in Section V of the **Lease** and in the **Schedule of Utility Allowances**.
- B. Each family will receive a monthly utility allowance that reflects a reasonable

amount of utilities for the specific size and type of unit occupied.

- C. The Authority's Utility Allowances will be reviewed annually and adjusted as needed.
- D. When a resident makes application for utility services in his/her own name, he or she shall sign a third-party notification agreement so that the Authority will be notified if the resident fails to pay the utility bill.
- E. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Denial.
- F. In Authority housing developments where the resident pays all or part of the utilities, total tenant payment minus the utility allowance may result in a negative figure. In this case, HUD regulations require that the Authority reimburse this amount (called "utility reimbursement") directly to the resident or directly to the utility company on the resident's behalf. If the Authority elects to pay the utility company directly, it will notify the resident of the amount paid.
- G. Paying the utility bill is the family's obligation under the Lease. Failure to pay utilities is grounds for lease termination and eviction.

### **XXIII. OTHER CHARGES**

- A. **Maintenance Charges:** Families will be charged for cost of service repairs due to intentional or negligent damage to the unit beyond normal wear and tear, caused by the resident, other household members or guests. Charges will be made in accordance with Schedule of Other Charges.
- B. **Excess Utilities:** In the case of Authority-provided utilities, residents using more than the consumption-based utility allowance will be charged for excess utility usage. This includes Flat Rent payers.
- C. Payment for such charges is due and collectible two (2) weeks after the Authority provides written notice of the charges.

### **XXIV. RE-EXAMINATIONS AND CONTINUED OCCUPANCY**

A. **Annual Re-examinations**

1. The Authority will re-examine the income and family composition of all resident families at least once every twelve (12) months (coincidental with end of lease term) to determine any changes in required unit size and rent and to re-certify the family for continued occupancy.
2. All adult members of the family will be asked to participate in the annual re-examination interview.
3. Families will be notified in writing 90 - 120 days in advance of the re-examination anniversary date so that verifications can be completed by that time.
4. The Authority will obtain verifications; however, fixed items need not be re-verified.
5. Verified information will be analyzed and a determination made with respect to:
  - a. Eligibility of the resident as a family or as the remaining member of a family;
  - b. Unit size required for the family
  - c. Rent the family should pay
  - d. Compliance with the Community Service requirement (to be reviewed at least thirty (30) days prior to the end of the 12-month lease term)
6. The income of a family opting to remain on flat rent need not be re-verified unless it has been three (3) years since the last verification.
7. If there is any change in rent, a "Notice of Rent Adjustment" will be sent to the resident and this written notice will serve as an amendment to the **Lease**, as stipulated in Section VII of the **Lease**.
8. If there is any change in the size unit required, the resident will be placed on the transfer list in accordance with the transfer policy outlined in Section XIV.

B. **Special Re-examinations**

1. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income.
2. A special re-examination will be scheduled every thirty (30) days until reasonably accurate estimate of income can be made.
3. When third-party verification has been requested and submission deadlines have passed, the Authority will use existing information on a provisional basis. If the verification comes in after the deadline and the information differs from the amounts used in income and rent calculations, the Authority will conduct an interim reexamination to adjust the figures used for the reexamination.
4. Residents will be notified in advance as to the date of the special re-examination(s).

C. Eligibility for Continued Occupancy

1. Residents who meet the following criteria will be eligible for continued occupancy.
  - a. Qualify as a family as defined in Section IV of this Policy. For purposes of continued occupancy, remaining family members qualify as family. Remaining family members can also include court recognized emancipated minors under the age of 18.
  - b. Are in full compliance with the resident obligations and responsibilities as described in the Lease.
  - c. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
  - d. Who meet HUD requirements on citizenship and immigration status (*24 CFR 5.500 - 5.528*)
  - e. Who are in compliance with the Authority's 8 hour per month community service requirement (*applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs*)
2. The Authority will not commence eviction proceedings or refuse to renew a lease, based upon the income of the family unless it has identified, for possible rental by the family, a decent, safe and sanitary dwelling of suitable size available at a rent not exceeding thirty (30) per

cent of Adjusted Income as defined in Section IV.

## **XXV. GRIEVANCE PROCEDURE**

To assure that a resident family is afforded an opportunity for a hearing if the resident disputes, within a reasonable amount of time, any Authority action or failure to act, involving the resident's Lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status, a **Grievance Procedure** for the Authority is incorporated into this policy. Evictions resulting from criminal activity, including drug-related criminal activity on or off Housing Authority premises, are excluded from the **Grievance Procedure**. Also excluded are termination cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by Authority employees. UNLESS it involves domestic violence, dating violence, sexual assault, or stalking

## **XXVI. PET POLICY**

Pets will be allowed in Authority housing but pet owners must abide by the provisions and requirements of the **Pet Policy**.

## **XXVII. EVICTIONS**

Serious or repeated violations by a resident family of the material provisions of the Lease shall cause the Authority to begin eviction proceedings in accordance with State Law and the lease provisions. Families are entitled to utilize provisions of the Authority's **Grievance Procedure** to attempt settlement of disputes with the Authority. In cases where an eviction is a result of domestic violence, only the resident causing the violence will be evicted.

## **XXVIII. COMPLAINTS OF DISCRIMINATION**

For those individuals who believe themselves to be the subjects of discrimination, a Fair Housing and Equal Opportunity poster, containing information on filing complaints

with HUD, will be conspicuously posted in the Authority office.

**XXIX. CONFLICT WITH FEDERAL STATUTE, REGULATION  
OR HUD POLICY**

This Policy is to be interpreted in accordance with federal statutes and regulations and in compliance with HUD policy, and any conflict between this Policy and federal statutes and regulations will be resolved in favor of federal law and policy.

**DWELLING LEASE**  
**HOUSING AUTHORITY OF THE CITY OF**  
**Cooper, Texas**

Tenant Number	Complex Name	Apartment No.	No. Of Bedrooms

**I. PARTIES AND PREMISES**

The Housing Authority of Cooper Texas (hereafter referred to as “**Management**”) does hereby lease to:

\_\_\_\_\_ (hereafter referred to as “**Resident**”) the premises located at:

\_\_\_\_\_ Apt. No: \_\_\_\_\_ Complex Name:

Located at Cooper Texas, and any steps, porch, lawn and yard surrounding the apartment, subject to the terms and conditions contained in this Lease. The premises leased are for the exclusive use and occupancy of the Resident and his/her household consisting of the following named individuals, who will reside in the apartment. Resident shall date and initial the following “Members of Household” list whenever a household member moves into or out of the apartment. Unless Management so approves in writing, no additions of household members to Lease shall be made. Management reserves the right to refuse admission to household members who do not meet criteria as outlined in Management’s Occupancy Policy (which is posted in the Management Office and incorporated herein by reference), or whose admission would result in a violation of occupancy standards as outlined in the Occupancy Policy. Resident agrees to wait for Management’s written approval before allowing additional persons to move into the Apartment. Failure by Resident to comply with this provision shall be considered a serious Lease violation and grounds for termination of this Lease. Deletions (for any reason) from the list of household members on this Lease shall be reported by the Resident to Management in writing, within ten (10) days of the occurrence.

**Members of Household**

Name	Date of Birth	Relationship	Delete/Add	Initial	Date

## II. RENT

- A. For Resident leasing after the first day of the month, rent payment is \$ \_\_\_\_\_ to cover the period from \_\_\_\_\_, Ending at midnight on.
- B. Thereafter, Resident will pay \$ \_\_\_\_\_ rent, payable on or before the first of each calendar month, beginning \_\_\_\_\_, Unless the rent is adjusted as described in Section VII below.
- C. If rent payments and other charges due and payable on the first day of the month are not paid by Resident to Management by the 14th day of the month, a charge of \$ 20.00 shall be due from and payable by Resident on the first day of the following month, unless Management has issued to Resident a written authorization for late payment.
- D. If Resident is late in payment of rent and the \$ 20.00 charge has been assessed three (3) times within a twelve (12) month period, a fourth (4<sup>th</sup>) such late payment within that twelve (12) month period shall be considered a serious Lease violation and grounds for termination of this Lease.
- E. Resident shall pay all rent and other charges at the Management Office at 1291 W. Dallas Ave, Cooper, Texas
- F. A charge of \$ 25.00 shall be assessed for checks returned for insufficient funds. If the check is not honored by a financial institution by the 14th day of the month, the rent will be deemed unpaid and subject to the \$ 20.00 late charge. If Resident has a check returned for insufficient funds all future payments must be by money order or cashier's check.

## III. LEASE TERM

Unless terminated in accordance with Section XV below, this Lease shall be for an initial term of twelve (12) months and will automatically renew for successive terms of twelve (12) months.

## IV. SECURITY DEPOSIT

- A. The Resident shall pay \$ 150.00 as a security deposit. The amount of the security deposit shall be in accordance with Management's Security Deposit Policy in effect at the time this Lease is signed by the parties.
- B. After Resident has vacated the apartment and premises have been inspected by Management, the security deposit shall be refunded to Resident, less any charge for:
1. All maintenance and repair charges (beyond normal wear and tear), excess utility charges, rent and/or court costs which are due from Resident pursuant to this Lease at the time Resident vacates the apartment.
  2. The cost of non-routine cleaning or repair of the premises or its equipment (no charge is made for normal wear and tear)
  3. The cost of apartment keys which Resident fails to return to the Management Office according to Section VIII A. 24 and 25 of this Lease.
- C. SECURITY DEPOSIT WILL NOT BE REFUNDED IF PROPER NOTICE IS NOT GIVEN IN ACCORDANCE WITH SECTION XV BELOW.**
- D. No later than the 30<sup>th</sup> day after Resident vacates the apartment, Management will mail to Resident, at the address Resident provides to Management in a written statement for the purpose of refunding security deposit, either:
1. Resident's security deposit; or
  2. An itemized list of deductions from Resident's security deposit and/or the partial security deposits remaining, if

any, after aforementioned deductions are applied.

Management shall not return Resident's security deposit or give Resident a written description of damage and charges until Resident gives Management a written statement of Resident's forwarding address for the purpose of refunding the security deposit or until Resident comes to Management Office in person to collect the security deposit, if any, and/or written description of damages and charges.

E. The security deposit may not be used to pay rent or other charges while Resident is in occupancy.

### V. UTILITIES AND APPLIANCES

**A. Management Supplied Utilities:** If indicated by a  below, the Management will supply the utility. Management will not be liable for the failure to supply utility service due to any cause whatsoever beyond its control, included but not limited to, acts of God and nature, power failures and employee strikes.

- Electricity             Natural Gas             Heating Fuel             Water & Sewer
- Other

If indicated by a  below, Management will provide the following appliances for the premises:

- Range                     Refrigerator     Others

Where Management provides utilities, Resident will be assessed and shall pay charges for excess consumption of utilities, if any, according to Management's Occupancy Policy. The rate Management shall use to compute any excess utility charges shall be the same as that used by the utility company.

**B. Resident Supplied Utilities:** If Resident resides in a development where Management does not supply all or part of the utilities, Management shall provide Resident with a Utility Allowance in the monthly amount on Chart Below

<input checked="" type="checkbox"/> Heating Fuel	<input checked="" type="checkbox"/> Electricity	1 BR--\$63.00
		2 BR \$74.00
		3 BR \$82.00
		4 BR \$94.00

Resident- supplied utilities are paid directly to the utility supplier by the Resident.

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1. If the Utility Allowance exceeds the Resident's Total Tenant Payment (as calculated by Management) Management will reimburse the Resident the difference in accordance with the Occupancy Policy.
2. If the Resident's actual utility bill exceeds the Utility Allowance, Resident shall be responsible for paying the difference to the utility company.
- 3 Check will be available at 1321 W. Dallas on the 1<sup>st</sup> of each month. Checks not picked up within the month of Issue will be voided.

C. Resident agrees not to waste the utilities provided by Management and to comply with all applicable laws, regulations, and guidelines of all governmental entities regulating utilities or fuels. Illegal tampering with utility metering devices, pursuant to the Texas Penal Code, shall be considered a violation of this Lease and grounds for termination of the Lease.

D. Management may change the Allowance for Utilities at any time during the term of the Lease and shall give the Resident sixty (60) days written notice of the revised Allowances.

### VI. MAINTENANCE, REPAIR AND SERVICES

A. Resident will pay charges for maintenance, repair and service beyond normal wear and tear, caused by Resident,

household and/or Resident's guests, as reflected in the current Schedule of Other Charges posted in the Management Office and incorporated herein by reference.

- B. Charges pursuant to VI. A. Above will be due on the first day of the month following a two (2) week written notice of the charges sent by Management to Resident. Failure to pay such charges on the date due shall be considered a serious violation of the Lease and grounds for termination of this Lease.
- C. Management shall not be responsible for the repair of Resident-owned appliances or any damages to Resident's possessions/property.

## **VII. RE-EXAMINATION OF RENT, APARTMENT SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY**

### **A. Annual Re-examination**

- 1. Management will conduct an Annual re-examination (review) to determine whether or not any changes have occurred in Resident's family circumstances, which would affect rent, eligibility and appropriateness of apartment size.
- 2. Management will review family's compliance with the Community Service/Self Sufficiency Policy, incorporated herein by reference.
- 3. All adult members of Resident's household must accompany the head of household to the Annual Re-examination interview.
- 4. Resident will furnish upon request such information and certifications as may be necessary for Management to make a determination with respect to rent, eligibility and appropriateness of apartment size, in accordance with the current Occupancy Policy.
- 5. Resident's misrepresentation or failure, if any, to report facts relevant to the Annual Re-examination (for example, changes in income and household members) shall be considered a serious violation of this Lease and grounds for termination of this Lease.

### **B. Changes in Rent**

- 1. Rent will not be changed during the first year of this Lease or between Annual Re-examinations unless during such period:
  - a. It is determined that rent is based on false or incomplete information supplied by Resident;
  - b. It is found that an error was made at admission or re-examination (Resident will not be charged retroactively for error made by Management);
  - c. At regular re-examination it was impossible to verify Resident's income. In this case a temporary rent is charged and Resident must report to the Management every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to Resident's account and underpayment will become due and payable;
  - d. A rent increase or decrease is necessary to comply with requirements of HUD or other requirements of law.
  - e. An increase in annual gross income has occurred.
  - f. Resident can show a change in circumstances (such as loss of job or emergency medical costs) or a decline in income, which would justify a reduction in rent.
  - g. Public Assistance (for example, TANF, SSI) to Resident or household member is begun or is terminated, EXCEPT that, pursuant to Section 512, Subsection 12(d) of the Quality Housing and Work Responsibility Act

of 1998, RENT WILL NOT BE REDUCED DUE TO REDUCTION OR SUSPENSION OF WELFARE BENEFITS IF THE REDUCTION OR SUSPENSION IS DUE TO "FRAUD OR FAILURE TO PARTICIPATE IN AN ECONOMIC SELF-SUFFICIENCY PROGRAM OR COMPLY WITH A WORK ACTIVITIES REQUIREMENT," and/or

- h. There is a change in Resident's family composition (for example, size) that would affect rent.
- 2. Any and all changes in family income and composition (for example, size) that would cause a change in rent must be reported by Resident to Management within ten (10) days of such change(s).
- 3. No change will be made in rent until Management has received adequate verification to justify the change and Resident has received a Notice of Rent Adjustment from Management.
  - a. **Decreases** in rent will be effective the first day of the month following the month in which the change was reported to and verified by Management.
  - b. **Increases** in rent will be effective the first day of the second month following the month in which the change was reported to and verified by Management, unless the increase is due to false or incomplete information supplied by the Resident.
  - c. If Resident did not timely furnish the information requested by Management or if Resident misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, the deficiency retroactive to the date the increase in rent should have taken effect, will be due from and payable immediately by Resident to Management.
- 4. Resident will accept a "**Notice of Rent Adjustment**" **as** an amendment to this Lease.

**C. Changes in Apartment Size**

Should the Resident's family composition cease to conform to Management's Occupancy Standards as outlined in the Management's Occupancy Policy, Resident will transfer to an appropriate size apartment after receiving appropriate notification by Management that such apartment is available.

- D. Management shall not begin eviction proceedings, or refuse to renew a lease, based upon the income of the Resident family unless:
  - 1. Management has identified for possible rental by the family, other decent, safe and sanitary housing of suitable size available at a rent not exceeding the family's gross rent, or
  - 2. Management is required to do so by law.

**VIII. RESIDENT/MANAGEMENT OBLIGATIONS**

**A. RESIDENT AGREES:**

- 1. To use the apartment solely as a private dwelling for the exclusive use of Resident and Resident's family as listed in Section I above, and not to use or permit the use of the apartment for any other purpose except as approved in writing by Management. With written consent of Management, Resident and household members may engage in legal profit making activities in the apartment, where Management determines that such activities are incidental to primary use of the leased unit for residence by Resident and members of Resident's household.
- 2. Not to assign this Lease, sublet, or transfer possession of the premises to persons not listed as occupants in Section I above.
- 3. Not to provide accommodations to boarders or lodgers, or other persons not listed on the Lease, except that Resident may, with Management's written approval, give accommodations to foster children or a person providing live-in care for a member of the household.
- 4. Not to have guests or visitors in the apartment for more than fifteen (15) days within a 12-month period without

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prior written approval of Management. A guest is defined as a person in the leased apartment or on the property with the consent of a Resident's household member. Management may regulate, limit or prohibit from Housing Authority property guests who have been disturbing other residents or violating this Lease or Management Policies.

5. To notify Management in advance and to make arrangements for the care of the leased premises if Resident and Resident's household plan to be away from the premises for more than fifteen (15) consecutive days.
6. To abide by and see that Resident's household members and guests abide by such necessary and reasonable regulations as may be set forth by Management for the benefit and well-being of the apartment community and which shall be posted in the Management Office and incorporated herein by reference.
7. To refrain from, and cause members of the Resident's household to refrain from, keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the premises of any of Management's developments, unless verified physical handicap warrants the use of a pet or unless animal is registered as a pet in accordance with Management's Pet Policy (which is posted in the Management Office and incorporated herein by reference).
8. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, elevators and other facilities and appurtenances (accessories) to the apartment.
9. To comply with all obligations imposed upon Residents by applicable provisions of City, State and Federal Codes which materially affect health and safety.
10. To use reasonable care to keep the apartment in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors and to dispose of all garbage, rubbish and other waste in a sanitary and safe manner; and to abide by Management's Housekeeping Policy, incorporated herein by reference.
11. To take reasonable precautions to prevent fires; to refrain from storing or keeping flammable materials upon the premises; to insure that smoke alarms are operable at all times.
12. To refrain from erecting or hanging radio or television antennas/satellites on or from any part of the dwelling unit, except in accordance with regulations set forth by Management with the written approval of Management.
13. To avoid obstructing sidewalks, areaways, passages or stairs, and to avoid using these for purpose other than going in and out of the apartment.
14. To cooperate with Management in maintaining yards assigned to Resident in a neat and orderly manner, by picking up and removing trash.
15. To refrain from placing signs of any type in or about the apartment except those allowed under applicable zoning ordinances and then only after having received written permission from Management.
16. To refrain from, and to cause Resident's household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises, complex buildings, facilities, or common areas.
17. To notify Management immediately of any conditions in or about the apartment that are hazardous to health and safety of Resident, household members or other residents and that are in need of repair.
18. To pay reasonable charges (beyond normal wear and tear) for repair of damages to apartment or to the complex caused by the Resident, Resident's household members or guests, according to the Schedule of Other Charges posted in the Management Office and according to Section VI of this Lease.
19. To pay for damages caused by fire or smoke that are a direct result of negligence on the part of the Resident, any household member or guest, as determined by the Fire Department. Such fire and smoke damage charges shall be the amount of the repair/replacement, actual costs, or the deductible amount on the Management's fire insurance policy, whichever is less.

20. To act in a cooperative manner with neighbors and Management staff. To refrain from and cause Resident's household members and guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Management staff.
21. To act, and cause Resident's household members and guests to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and that will be conducive to maintaining all Housing Authority developments in a decent, safe and sanitary condition.

Behavior resulting from alcohol abuse that Management determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents shall be cause for termination of tenancy and for eviction from the apartment.

22. Not to display, use, or allow Resident's household members or guests to display or use any firearms (operable or inoperable) or other weapons (as defined by the Texas Penal Code) in violation of the laws of the State of Texas anywhere on the property of the Housing Authority.
23. That the Resident, all members of the Resident's household, guests and all other persons under the Resident's control shall not engage in:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority; or
  - b. Any drug-related criminal activity on or off such premises.

**Such criminal activity shall be cause for termination of tenancy and for eviction from the apartment.**

For purposes of this Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)].

- c. Any violence against the Resident or a household member. In this instance, "violence" means an incident or incidents of actual or threatened domestic violence, dating violence or stalking. In no event is a Resident or tenant to have his or her tenancy, occupancy rights or program assistance terminated or be otherwise disadvantaged under this lease because the Resident or tenant or an immediate member of the tenant's family is a victim of that violence.
24. To leave the apartment in clean and in good condition upon vacating (reasonable wear and tear expected) and to return to the Management Office all apartment keys on the first business day after Resident vacates the apartment.
25. To pay the cost of replacement keys to apartment that Resident fails to return to the Management Office according to number 24 above and according to the Schedule of Other Charges posted in the Management Office.
26. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
27. Not to allow in or near the dwelling unit any person, who is under a notice of trespassing, has been evicted for violence or has been banned by Management from the Housing Authority property. It will be a serious violation of this Lease to allow any such person on or near the dwelling unit after notice to Resident of the person's name and nature of trespass notice or ban notice.

**B. MANAGEMENT AGREES:**

1. To keep the building facilities, common area and grounds, not otherwise assigned to Resident for Maintaining and upkeep, in a decent, safe and sanitary condition.
2. To comply with requirements of all applicable building codes, housing codes, state laws and HUD regulations materially affecting health and safety.

3. To make necessary repairs to the premises, within a reasonable time period, upon receiving appropriate notice from the Resident.
4. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances (ranges and refrigerators) supplied or required to be supplied by Management.
5. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for deposit of garbage, rubbish and other waste removed from the premises by residents in accordance with Section VIII, A, 10, above.
6. To furnish utilities in accordance with current Occupancy Policy and as outlined in Section V of this Lease.
7. To notify Resident in writing of the specific grounds for any proposed adverse action (including, but not limited to proposed lease termination, transfer of Resident to a different apartment, rent increase, charges for maintenance or for excess utility usage) and of the right to a hearing under the Management's Grievance Procedure posted in the Management Office and incorporated herein by reference.
  - a. In the case of lease termination, a Notice of Lease Termination that complies with 24 CFR 966.4 (l) (3) shall constitute adequate notice of proposed adverse action.
  - b. If the resident is disabled or handicapped, Management will provide assistance in accordance with the equal access statement in the Occupancy Policy.
  - c. Management shall not take any proposed adverse action until time for Resident to request a hearing under The Grievance Procedure has expired or the grievance process has been completed.
8. To inspect the apartment with Resident or his/her representative before Resident moves in and to give Resident a written statement of the condition of the premises and equipment provided, signed by both parties.
9. To inspect the apartment when Resident moves out and give Resident a written statement of charges, if any, for repairs. Resident shall be notified and may participate in this inspection unless Resident has vacated without notice.
10. To post in the Management Office copies of all rules, regulations, schedules of charges and other documents which are part of this Lease (by attachment or reference), and to make these available to the Resident.
11. For all aspects of this Lease and the Grievance Procedure, to provide disabled persons reasonable accommodation to the extent necessary to provide such persons with an opportunity equal to that of a non-disabled person to use and occupy the apartment.
12. To enforce the terms of this Lease fairly, impartially and in good faith.

## **IX. PARKING**

Management may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. Management may have improperly parked vehicles removed from the premises, under applicable State statutes. A vehicle is prohibited on Housing Authority property if it:

1. Has flat tires or other conditions rendering it inoperable;
2. Has an expired license or inspection sticker;
3. Takes up more than one parking space;
4. Belongs to a Resident or Resident's household member who has surrendered or abandoned the apartment;
5. is parked in a marked handicap space without the legally required handicap insignia;

6. blocks another vehicle from exiting;
7. is parked in a fire lane or designated "no parking" area;
8. is parked in a space marked for other residents;
9. is parked on the grass or other area not intended for parking.

## **X. DEFECTS AND CONDITIONS HAZARDOUS TO LIFE, HEALTH AND SAFETY**

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

### **A. Management Responsibilities**

1. Management shall be responsible for repairs of the unit within a reasonable period of time after receiving notice from Resident, provided that, if the damage was caused by Resident, household members or guests, the reasonable cost of the repairs shall be charged to and payable by the Resident to Management.
2. Management shall offer Resident replacement housing, if available, if necessary repairs cannot be made within a reasonable time. Management is not required to offer replacement housing if the hazardous condition was caused by Resident, household members or guests.
3. In the event repairs cannot be made by Management within a reasonable period of time or alternative housing is unavailable, then rent shall be reduced in proportion to the seriousness of the damage and loss in value as a dwelling as determined by Management. However, no reduction of rent shall occur if Resident rejects an offer by Management of alternative housing or if the damage was caused by the Resident, household members or guests.
4. If Management determines that the unit should not be occupied because of an imminent danger to life, health and safety of Resident and household, and alternative housing is refused by Resident, this Lease shall be terminated and any rent paid for the month in which the Lease is terminated will be refunded to Resident.

### **B. Resident Responsibilities**

1. Resident shall notify Management immediately of any damage or condition hazardous to life, health or safety.
2. Resident shall accept any replacement housing offered by the Management during repair period.
3. Resident shall continue to pay full rent, less the discount, if any, agreed upon by Management; during the time damage remains unrepaired.
4. Resident agrees to pay the cost of repairs for damage that is determined to be the fault of the Resident, household members, or guests.

## **XI. ENTRY OF THE PREMISES DURING OCCUPANCY**

- A. Resident agrees that the authorized agent, employee or representative of Management shall be permitted to enter Resident's apartment during reasonable hours for the purpose of performing routine inspections, maintenance, and pest control making improvements or repairs, showing premises for re-leasing and determining occupancy of the apartment when reasonable doubt exists as to Resident's occupancy therein.
- B. Management will give to Resident at least two (2) days notice in writing stating the day and approximate time of the planned entry.

- C. Management may enter Resident's apartment without notice to Resident if entry is requested by Resident or if there is reasonable cause to believe an emergency or urgent situation exists. If Resident and all adult household members are out of the apartment at the time of entry, Management will leave written notice of the date, time and purpose of such entry.

## **XII. KEYS**

Management will provide Resident 1 apartment key(s) and 1 Storage key(s).

## **XIII. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS OR VIOLENT RESIDENTS**

- A. Resident delegates to Management the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Housing Authority property by non-residents or terminated violent Residents of the Housing Authority, unless the express written permission of Management is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Housing Authority. Management shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- B. Management reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to, guests (as defined herein) who;
1. Conduct themselves in a manner to disturb the Resident's peaceful enjoyment of their accommodations, community facilities or other areas of the Housing Authority property;
  2. Engage in illegal or other activity, which would impair the physical and social environment on Housing Authority premises;
  3. Engage in any activity that may threaten the health, safety or peaceful enjoyment of the Housing Authority premises by Residents of the Housing Authority, employees of the Housing Authority, or persons lawfully on the premises;
  4. Engage in criminal activity or drug-related criminal activity (as defined herein), on or off Housing Authority premises;
  5. Engage in destroying, defacing, damaging or removing Housing Authority equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Housing Authority premises;
  6. Engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Housing Authority premises;
  7. Intentionally violate necessary rules, regulations, policies and/or procedures set forth by Management for the benefit and well being of Management, Residents, employees and premises, in effect at the time this Lease is entered into and hereafter promulgated by Management, of which such non-residents have been made aware. Management shall exercise this right to the extent allowable by all applicable laws and/or regulations.

## **XIV. ABANDONMENT AND ABANDONED PROPERTY**

- A. If the Resident and all household members are absent from the premises for seven (7) consecutive days during the

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Lease term or any renewal or extension period while rent is delinquent, the premises may be deemed by Management as abandoned if inspection shows that all or most of the Resident's property has been removed. If Resident and household members are absent from the leased premises for thirty (30) consecutive days and the rent is thirty (30) days delinquent, the apartment and property will be deemed abandoned.

- B. Management may secure Resident's abandoned apartment against vandalism and attach a notice of entry to the door of said apartment. If there is no response to this notice of entry after forty-eight (48) hours or if all Resident's possessions have been removed, Management will take possession of the apartment, provided that the rent still remains unpaid.
- C. Any possessions left in Resident's abandoned apartment will be removed and stored by Management, at the expense of the Resident. There shall be no sale or disposition of any of the foregoing property except pursuant to this Lease as follows:
  - 1. Any sale of Resident's property under this Lease shall take place only after a thirty (30) day written notice of time and place of sale is sent certified mail and return receipt requested to Resident at Resident's last known address
  - 2. Sale will be public and subject to any recorded chattel mortgage or financing statement.
  - 3. Sale shall be to the highest cash bidder; proceeds shall first be credited to cost of sale and then to indebtedness; and surplus shall be mailed to the Resident at his/her forwarding or last known address.
- D. Resident may claim possessions at any time prior to the sale.
- E. Nothing in this Section shall limit Management's right to immediately dispose of trash or other property appearing to have no value.

## XV. NOTICE PROCEDURES

- A. Notice to Resident shall be in writing and either delivered to Resident or an adult member of Resident's household or attach to front door, or sent by prepaid first class mail properly addressed to Resident at the apartment address.
- B. Notice to Management shall be in writing and either delivered to the Management Office or sent by prepaid first class mail properly addressed to: PO Box 350, Cooper, Texas 75432.
- C. If Resident is visually impaired, all notices will be in an accessible format.

## XVI. TERMINATION OF LEASE

- A. Notice of termination by either party to this Lease may be given on any day of the month.
- B. Resident may terminate this Lease only by giving written notice to Management in the manner specified in Section XV above, **thirty (30)** days prior to the end of the 12-month lease term.
- C. Management may terminate or refuse to renew this Lease for serious or repeated violations of Resident's obligations under any section of this Lease or for other good cause. The specific mention in this Lease that certain violations are considered serious violations and grounds for termination of the Lease does not prohibit Management from asserting in any proceeding that other violations of the Lease are serious violations and grounds for termination. Management's failure to terminate this Lease for serious or repeated violations, shall not constitute waiver or prohibit Management from terminating the Lease upon a Resident's subsequent serious or repeated violations of the Lease.
- D. Management shall give Resident written notice of such termination as outlined in Section XV above. Such notice shall:
  - 1. Include the specific grounds for termination;
  - 2. Inform Resident of his/her right to make such reply as he/she may wish;
  - 3. Inform Resident of his/her right to examine the Management's documents directly relevant to the

termination or eviction; and

4. Inform Resident of his/her right to request a hearing in accordance with the current Grievance Procedure.
- E. Notice to vacate may be combined with and run concurrently with notice of lease termination. The Notice To Vacate must be in writing and specify that if Resident fails to vacate the premises within the applicable statutory period, appropriate action will be brought against Resident. Notice shall be:
  1. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.
  2. A reasonable time, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or PHA staff is threatened;
  3. Thirty (30) days in all other cases.
- F. Resident shall pay all court costs and Management's reasonable attorney's fees and other expenses incurred in enforcing or defending this Lease and in recovering possession of the premises unless Resident prevails in such legal action.
- G. If Resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.
- H. This Lease shall terminate upon abandonment of the premises by Resident, as outlined in Section XIV of the Lease.
- I. If this Lease is terminated because of criminal activity, Management will notify the United States Post Office that Resident is no longer a resident of the Management (Housing Authority) and does not receive mail at this address.
- J. **Management** may not terminate this lease due to violence as to any Resident or Tenant or Tenant with a household member who has been the victim of violence except as to Residents or Tenants who engaged in such violence.

## **XVII. BIFURCATION OF LEASE**

This lease may be bifurcated by Management as to, on the one hand, a Resident, Tenant or lawful occupant who engages in violence as that term is defined in this lease and, on the other hand, Residents, Tenants, or lawful occupants who are victims of such violence or do not encourage or allow such violence ("non-offenders"). Upon bifurcation, the violent Resident, Tenant or occupant may be evicted, removed or have his or her assistance and/or leasehold rights terminated separately and apart from non-offenders. Non-offender Residents, tenants, and lawful occupants may continue under the lease and request rent adjustment.

## **XVIII. GRIEVANCE PROCEDURE**

All grievances, disputes or appeals arising from this Lease which are subject to the Grievance Procedure shall be processed and resolved pursuant to the Grievance Procedure posted in the Management Office and incorporated herein by reference. **Grievances associated with termination of tenancy related to any activity, not just criminal activity, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by employees of Management, and to any drug-related criminal activity on or off Management's premises, are excluded from the Grievance Procedure.**

## **XIX. COMMUNITY SERVICE/SELF SUFFICIENCY ACTIVITY REQUIREMENT**

The Quality Housing and Work Responsibility Act of 1998 requires, AS A CONDITION OF LEASE RENEWAL, that all non-exempt Public Housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. Failure to comply with the Authority's Community Service/Self Sufficiency

## XX. PRE-SUIT MEDIATION

Resident agrees that should Resident have any dispute with this Lease, with Management or any matter in any way related to Resident's tenancy of the premises, which dispute is not resolved through the Grievance Procedure per Section XVIII of this Lease, it is a precondition to Resident filing any action concerning any such dispute that Resident submits the dispute to non-binding mediation, except in the case where immediate injunctive relief is sought. Upon Resident giving notice of a request for mediation, Management will make itself available for mediation within thirty (30) days of that notice.

## XXI. WAIVER

No delay or failure by the Management in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

## XXII. SMOKE DETECTORS

Management will furnish smoke detectors as required by law and will test them and provide working batteries when Resident first moves into apartment. After that, Resident must pay for and replace batteries as needed, unless the law provides otherwise. Management may replace dead or missing batteries at Resident's expense without prior notice to Resident. Resident must immediately report smoke detector malfunctions to Management. Neither Resident nor Resident's household members or guests may disconnect smoke detectors. **If Resident, Resident's household members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing it with a working battery, Resident may be liable to Management under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages and attorney's fees.** Resident will be liable to Management and others for loss or damage from fire, smoke, or water if that condition arises from Resident, household member or guest disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to Management.

## XXIII. LIABILITY

Management will not be liable to Resident, Resident's household or guests for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism or other acts or omissions of other persons. Management will not be liable to Resident, Resident's household, guests, or persons who have left property with Resident, for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences. Management strongly recommends that Resident secure his/her own insurance to protect against all of the above occurrences. Resident agrees that existing locks and latches are safe and acceptable, subject to Management's duty to make needed repairs of it upon written request by Resident. Management shall have no duty to furnish smoke detectors, security guards, or additional locks and latches, except as required by law.

## XXIV. DISCLOSURE RIGHTS

If information is requested from Management regarding Resident or Resident's rental history for purposes of law enforcement, government or business, Management may provide such information to other persons, agencies or companies.

## XXV. ACCOMMODATION OF PERSONS WITH DISABILITIES

- A. A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- B. Management shall provide a notice to each Resident that Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the

Resident can meet lease requirements or other requirements of tenancy.

- C. If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and Management cannot make any reasonable accommodation that would enable Resident to comply with the Lease THEN; Management will assist Resident, or designated beneficiary stated in Section XXVI, to find more suitable housing for Resident. If the designated beneficiary is unwilling and there are no family members who can or will take responsibility for moving Resident, Management will work with appropriate agencies to secure suitable housing and will terminate the Lease.

**XXVI. DESIGNATION OF BENEFICIARY**

A. Resident designates the following adult person as Resident's beneficiary and delegates to them authority to:

- 1. Assist Management in determining a reasonable accommodation that would enable Resident to comply with the Lease.
- 2. Assist in relocating Resident in the event Resident is no longer able to comply with the material provisions of this Lease.
- 3. Remove from the premises and take possession of Resident's personal property in the event of the death or incapacity of Resident, or in the event that this agreement is terminated by Management and Resident is otherwise unavailable:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

**XXVII. MODIFICATION OF THIS LEASE**

- A. This Lease and all policies, rules and charges which are a part of this Lease by attachment or by reference may be modified from time to time by Management provided Management gives at least a thirty (30) day written notice to each resident setting forth the opportunity to present written comment which shall be taken into consideration by Management prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each resident or posted in at least three (3) conspicuous places in the Management Office.
- B. **THIS LEASE, TOGETHER WITH ANY FUTURE ADJUSTMENTS OF RENT EVIDENCES THE ENTIRE AGREEMENT BETWEEN MANAGEMENT AND RESIDENT. NO CHANGES HEREIN SHALL BE MADE EXCEPT IN WRITING, SIGNED AND DATED BY ALL PARTIES TO THIS LEASE, EXCEPT FOR SECTION I. HOWEVER, NOTHING SHALL PRECLUDE MANAGEMENT FROM MODIFYING THIS LEASE TO TAKE INTO ACCOUNT REVISED PROVISION OF LAW OR GOVERNMENT ACTION.**

**XXVIII. SEVERABILITY**

If any provision of this Lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

**XXIX. OTHER CONDITIONS OF LEASE**

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**IN WITNESS WHEREOF**, the Parties have executed this Dwelling Lease this \_\_\_\_ day of \_\_\_\_\_, 2007 at **Cooper**, Texas.

\_\_\_\_\_  
By  
Housing Coordinator  
Title  
Housing Authority of the City of Cooper, Texas

\_\_\_\_\_  
Resident  
\_\_\_\_\_  
Resident

Copies of the following have been provided to Family:

- Community Service/Self Sufficiency Policy
- Criminal Screening Policy
- Grievance Procedure
- Housekeeping Policy
- Other\_\_\_\_\_
- Lead-Based Paint Brochure/Certification
- Pet Policy
- Schedule of Other Charges
- Smoke Detector Certification

EMERGENCY MAINTENANCE NUMBER: Les pager 903-784-9746 Frankie Pager 903-784-9086