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

1.0 **PHA Information**
PHA Name: _____Little Rock Housing Authority_____ PHA Code: _AR004
PHA Type: ☐ Small ☒ High Performing ☐ Standard ☐ HCV (Section 8)
PHA Fiscal Year Beginning: (MM/YYYY): 01/2011

2.0 **Inventory** (based on ACC units at time of FY beginning in 1.0 above)
Number of PH units: 895 Number of HCV units: 2043

3.0 **Submission Type**
☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

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

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

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

5.1 **Mission.** State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: ***The mission of the LRHA is the same as that of the Department of Housing and Urban Development: HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination; and transform the way HUD does business.***

To fulfill this mission, LRHA will work with HUD to embrace high standards of ethics, management and accountability and forge new partnerships--particularly with faith-based and community organizations--that leverage resources and improve HUD's ability to be effective on the community level.

LRHA EMPLOYEE MISSION STATEMENT

"Make LRHA the most *productive, effective, recognized* housing authority in the State of Arkansas"

Through our collective efforts we will positively enhance and serve this community with integrity, care, high ethical standards, and competence. LRHA is committed to provide quality service to the residents who are low, very low, extremely low and moderate-income citizens of the city: We are committed to the needs of our families and pledge to develop quality affordable housing opportunities to address those needs, provide leadership and resources to neighborhood revitalization and stabilization activities; develop various partnerships with private and public entities to optimize resources through innovative programs; and work diligently to provide efficient and effective management of resources.

5.2 **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

Please See Document Below for Report on Progress

6.0	**PHA Plan Update** (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. ***(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:*** • ***Admissions and Continued Occupancy Policy (scattered site housing is added)*** • ***HCV Administrative Plan*** • ***PH Lease*** • ***Wait List Procedures – Scattered Site Apartments*** • ***Financial Resources*** • ***EIV Policies and Procedures*** • ***Capital Improvements*** • ***Emergency Plan (COOP)*** ***(b) Identify the specific location(s) where the public may obtain copies of the Annual PHA Plan.*** ***Location*** — ***Address*** ***LRHA Administrative Office*** — ***100 South Arch Street, LR, AR 72201 (Third Floor)*** ***Upon approval by HUD the plan will be posted on the LRHA website located at www.lrhousing.org. The written plan is available from, 10:00 a.m. – 2:30 p.m., Monday thru Friday. Those wishing to discuss the plan and supporting documents should phone 501-340-4821 to schedule an appointment with the Executive Director.***
7.0	**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.* **See document below**
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable. **See document below**
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing. **See document below**
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. **See document below**
8.3	**Capital Fund Financing Program (CFFP).** ☒ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. **See document below**
9.0	**Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. **See document below**

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** **See document below**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" **See document below**

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

5.2 Progress on Goals and Objectives

GOAL: A. Increase the availability of decent, safe, and affordable housing.

1. *Expand the supply of assisted housing by* ***500 units*** *(rental and homeownership). This will be accomplished through various sources, (not all inclusive) to tax credits, acquisition, new construction, all eligible HUD funds.*

LRHA 2017 Housing Initiative

Year	Type of Housing	Targeted # of Units	Potential Source of Funding	Status
2007	Single Family Homeownership (*New Horizon Village*)	**17**	RHF	**Construction 100% Complete / 82% of the units are sold**
2008	Multifamily (*Cumberland Manor & Metropolitan Village*)	**120**	TC, RHF, FHA Mortgage	**Construction 100% complete / 100% of units occupied**
2009	Multifamily Housing *(Stephens and Central High Neighborhoods)* *(Granite Mountain Green Senior Housing)*	**14** **20 / 40 w/TC**	ARRA Formula Grant, RHF, CFP, ARRA Competitive Grant, TC	**Construction 30% completed at Central, Construction 15 % completed at Stephens** **Granite Mountain contract executed and construction scheduled to begin fall 2010. Tax credit application submitted and awaiting notification of awards.**
2010	Multifamily Supportive Housing	**20**	TC, RHF, FHA Mortgage, PBV	
2011	Multifamily (Scattered Site)	**40**	HOME, AHP, RHF, CFP, TC	**NSP 2 funds will provide 25 additional units of housing for the units are being purchased rehabbed and will be rented.**
2012	Mixed Use Multifamily	**80**	TC, RHF, FHA Mortgage	**PHA is in the infancy stage of assessing Sunset Terrace**
2013	Single Family Homeownership	**25**	HOME, AHP, RHF, CFP, TC	**NSP 2 program will support 15 of the for sale homes. Two have been purchased and are being remodeled.**

2014	Assisted Living	**40**	TC, RHF, PBV	
2015	Mixed Use Multifamily	**80**	TC, RHF, FHA Mortgage	
2016	Single Family Homeownership Supportive Housing	**25**	HOME, AHP, RHF, CFP, TC	
2017	Single Family Homeownership	**25**	HOME, AHP, RHF, CFP, TC	
	TOTAL UNITS	**506**		

Sources Key:

TC:	Tax Credits
RHF:	Replacement Housing Factor Funds
HOME:	HOME Investment Program
AHP:	Affordable Housing Program
CFP:	Capital Fund Program
PBV:	Project Based Vouchers
FHA:	Mortgage Insurer
NSP2:	Neighborhood Stabilization Program
ARRA:	American Recovery and Reinvestment Act commonly known as the Stimulus Act

2. *Reduce public housing vacancy downtime by **25%** within the first year; and additional **25%** by the end of year two; an additional **5%** by the end of years three, four and five.*
   - *With the increase in occupancy unit turnaround time has decreased significantly.*

3. *LRHA will continue **100%** site based waiting list for the PH units owned and operated by the agency.*
   - *The PH waitlist continues to be maintained at 100% site based. New units are also operated as site based developments.*

4. *Reduce the lease-up time for HCV clients by **50%**.*
   - *The lease up time has been reduced. We have less moves and this has also contributed to the reduction.*

5. *Increase the HCV program lease-up rate to **98%** by the end of **2010**.*
   - *The PHA met the goal regarding the expenditure of funds for the program.*

6. *Maintain the HCV lease-up rate at no less than **99%** by the end of year two & each year thereafter.*
   - *This goal is being revised based upon decreased funding.*

7. *Apply for HOPE VI, Capital Fund or any eligible program to increase housing stock.*
   - *The PHA has applied for additional funding and been successful in securing a grant to build additional senior housing.*

8. *Implement all ARRA, NSP and other resources to increase the number of affordable housing opportunities.*
   - *The PHA has been successful in meeting this goal.*

GOAL: B. Improve the quality of assisted housing

1) *Improve public housing management assessment scores:*

a. ***SEMAP: 92% (2010) 93% (2011) 94% (2012) 95% (2013), 96% (2014);***
b. ***PHAS 0 EH&S for each site;***
c. ***Increase PHAS scores by 10% at each site, each year;***
d. ***Increase MASS scores by 10% at each site, each year***

The PHA improved the overall SEMAP and PHAS scores for 2010.

2) *LRHA will ensure compliance with various regulations, memorandum, guidance and rules. This will be accomplished by additional staff training, quality control monitoring of **100%** of the files in year one, **50%** of the files in year two and random sampling each year thereafter.*
   a. *The PHA continues to strive to meet this goal in year #1 on the HCV program. A corrective action plan is being developed internally. The PHA program is meeting the QC standards.*

3) *Continue the applicability of the Enterprise Income Verification (EIV). **100%** utilization of EIV system.*
   a. *This is being implemented PHA wide.*

4) *Increase customer satisfaction: **95%** or greater customer satisfaction rate from HCV landlord, PH residents, HCV clients by the end of the five year period*
   a. *The PHA is striving to meet this goal by the end of the 5th year.*

5) *Achieve and maintain **97%** or greater of rent collections for the public housing program.*
   a. *The PHA is striving meeting this goal PHA wide. The improvement in collections is remarkable and is contributing to the overall health of the agency.*

6) *Implement and maintain preventive maintenance efforts at **100%** of the PH site.*
   a. *The preventative maintenance plan is ongoing.*

7) *Renovate or modernize public housing units, as needed*
   a. *The PHA's occupancy level is at industry levels. Units are turned and modernized as needed.*

8) *Meet UFAS compliance at each PHA owned site.*
   a. *Compliance with UFAS is ongoing.*

9) *Conduct a minimum of 2 landlord informational meetings each year.*
   a. *Meetings were held this year to meet this goal.*

10) *Implement green design and energy efficiency 100% of the time, if applicable.*
    a. *The PHA is adhering to this, when applicable.*

11) *Implement Smoke-Free housing for **Cumberland Towers (2010); Parris Towers (2011); Powell Towers (2012)**.*
    a. *Cumberland Towers 01/01/10 was successful. Plans for Parris Towers are being implemented.*

12) *All newly constructed housing will be **smoke free** residences.*
    a. *This will be implemented with the new housing brought on line and owned by the PHA.*

GOAL: Increase assisted housing choices:

1) *Continue implementation of homeownership programs. Sell **30** units by the end of the five year period (2014).*
   a. *This is ongoing.*

2) *Implement Project Based Voucher for **20%** of HCV allocation by **2014**.*

a. *This is ongoing.*

3) *Develop assisted living units that are affordable by **2014.***
   a. *This development is still in the initial stages of planning.*

GOAL: B. Improve community quality of life and economic vitality

1) *Develop green jobs program for HCV, PH and community residents.*
   1. *Working with various partners to implement a green jobs program.*

2) *Work with Workforce Investment Board, Jobs Corps, Better Community Developers, Pulaski County Brownfield, Clinton Climate Initiative, Gore Climate initiative, Audubon Arkansas and other stakeholders in this effort.*
   1. *Working with various partners to implement a green jobs program. This includes attending conferences, workshops and developing strategies that will assist in the development of a green jobs initiative.*

3) *Revise and implement various strategies to address crime and incidents of criminal behavior in public housing apartment communities.*
   1. *Working on a new resident id system. Working closer with LRPD.*

4) *Create employment and connection of youth to mainstream education and employment opportunities.*
   1. *Hired a section 3 coordinator to assist in this endeavor.*

5) *Work with community stakeholders to explore and utilize New Market Tax Credits.*
   1. *Ongoing process.*

6) *Become a CDE and apply for New Market Tax Credits.*
   1. *Ongoing process.*

7) *Educate residents in energy conservation. Reduce energy consumption in water and electricity in the each of the high-rise apartment complexes.*
   1. *Ongoing process.*

8) *Continue to build collaborations with other agencies.*
   1. *Ongoing process. Assisted in the Promise Community initiative.*

GOAL: Promote self-sufficiency and asset development of families and individuals

1. *Aggressively review and assist contractors and subcontractors to ensure compliance with Section 3 training and employment goals.*
   a. *Hired a section 3 coordinator to assist in this endeavor.*

2. *Educate LRHA residents regarding Section 3 business and training employment opportunities.*
   i. *Hired a section 3 coordinator to assist in this endeavor.*

3. *Provide or identify supportive services to improve assistance recipients' employability.*
   i. *Hired a section 3 coordinator to assist in this endeavor.*

4. *Seek new partnerships with both public and private entities to enhance social and economic services to residents in assisted housing.*
   i. *Hired a section 3 coordinator to assist in this endeavor.*

GOAL: Ensure Equal Opportunity in Housing for all Americans

1) *LRHA will provide and / or participate in annual trainings to ensure compliance with Section 504, ADA, and the Fair Housing Act.*
    a. *Ongoing process*

2) *Will comply with UFAS at PHA owned sites.*
    a. *Ongoing process*

GOAL: Embrace High Standards of Ethics, Management and Accountability

1) *LRHA will provide and / or participate in annual trainings to ensure compliance with Section 504, ADA, and the Fair Housing Act.*
    a. *Ongoing process*

2) *Combat fraud and waste in housing programs.*
    a. *Ongoing process*

3) *Achieve and maintain qualified employees to administer various housing programs*
    a. *Ongoing process*

4) *Properly procure goods and services.*
    a. *Ongoing process*

GOAL: End Chronic Homelessness

1) *Participate in Homeless Initiatives to partner with various stakeholders in the effort to eradicate homelessness.*
    a. *Ongoing process*

2) *Continue implementing vouchers for homeless prevention.*
    a. *Ongoing process*

GOAL: Embrace Technology to Increase Efficiency and Effectiveness of Housing Programs

1) *LRHA will implement various technological efforts to improve the delivery of services and core business practices to meet the overall mission of the agency.*

2) *LRHA will be paperless by FYE 2014.*
    a. *This is an ongoing process*

3) *Mandate utilization of electronic transfer of HAP funds for HCV landlords.*
    a. *The number of electronic transfers increased this year. We are working towards 100% participation.*

Required Plan Elements

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.

A. Public Housing

(1) Eligibility

Certification of the eligibility is made when families are within 60 days of being offered a unit. This may vary based upon the unit size the family is eligible for and the vacancy availability.

The following non-income (screening) factors are used by LRHA to establish eligibility for admission to public housing

☒ Criminal or Drug-related activity
☒ Rental history
☒ Housekeeping, if determined necessary
☒ Other (describe)
Past due balance to LRHA and other PHAs.
Ability to Live Independently
LRHA will take appropriate action before admission to verify the citizenship / immigration status of each household member as required under Federal law.

LRHA use site based waiting list at each of PHA owned sites. Scattered sites have a combined wait list.

Persons may apply for admission to public housing via:

☒ PHA development site management office
☒ PHA website: www.lrhousing.org

Persons are eligible to be on more than one wait list simultaneously.

Applicants are ordinarily offered one opportunity to turn down an offer before they fall to the bottom of the wait list or they are removed from the LRHA waiting list.

We do not plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income.

In the following circumstances a PHA resident may transfer to another unit. This transfer will take precedence over new admissions.

☒ Emergencies
☒ Overhoused
☒ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☒ Other: (list below)
Demolition / Disposition of PHA proposed units

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)?

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:
☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

Other preferences: (select below)
☒ Working families and those unable to work because of age or disability
☒ Residents who live and/or work in the jurisdiction
☒ Those enrolled currently in educational, training, or upward mobility programs

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

1 Date and Time

Former Federal preferences:
1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

Other preferences (select all that apply)
☒ Working families and those unable to work because of age or disability
☒ Residents who live and/or work in the jurisdiction
☒ Those enrolled currently in educational, training, or upward mobility programs

4. Relationship of preferences to income targeting requirements:
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing:

☒ The PHA-resident lease, and addendums
☒ The PHA's Admissions and (Continued) Occupancy policy
☒ PHA briefing seminars or written materials
☒ Other source (list) PHA website

b. How often must residents notify the PHA of changes in family composition?

☒ At an annual reexamination and lease renewal
☒ Any time family composition changes
☒ At family request for revision
☒ Other (list)
When requested by the PHA if the PHA has verifiable information to substantiate the fact that the household composition has changed.

a. ☒ Yes ☐ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule?

b. ☐ Yes ☒ No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments?

Section 8

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

☒ Criminal or drug-related activity only to the extent required by law or regulation
☒ Other (list below) LRHA responds to landlord inquiries, i.e., whether damage claims were paid during prior Section 8 occupancy(s), previous PH account

b. ☐ Yes ☒ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords?

☒ Criminal or drug-related activity
☒ Other (describe below)
Previous rental history of client and other regulation approved information.

Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged?

☒ None

b. Where may interested persons apply for admission to section 8 tenant-based assistance?

☒ Other (list below)

Section 8 Wait List is closed, it may be reopened during the fiscal year.

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:
Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's history to find a unit.

The HA is satisfied that the family made every reasonable effort to find a unit, including seeking the assistance of the HA, throughout the initial 60 day period.

The family was prevented from finding a unit due to disability accessibility requirements or large size (number of) bedroom unit requirement.

All extension requests require verifiable documentation.

Admissions Preferences

a. Income targeting

☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) **Special purpose section 8 assistance programs**

2. Which of the following admission preferences does the PHA plan to employ in the coming year?

Former Federal preferences

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

☒ Working families and those unable to work because of age or disability

☒ Residents who live and/or work in your jurisdiction

☒ Those enrolled currently in educational, training, or upward mobility programs

3. What is the priority? Date and Time and Former Federal preferences

4. Among applicants on the waiting list with equal preference status, how are applicants selected? Date and time of application

Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained?

☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
Through published notices

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.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2010 grants)**		
a) Public Housing Operating Fund	$2.7 M (estimate)	Operations
b) Public Housing Capital Fund	$1.2 M (estimate)	Capital Improvements
c) RHF	$480 K (estimate)	Capital Improvements
d) CFP Recovery Grant	$780,000	Capital Improvements
e) Annual Contributions for Section 8 Tenant-Based Assistance	$11,000,000	Operations / Administration
f) ROSS Program	$50,000	Operations
g) CFRG Competitive	$2.2M awarded	Capital Improvements
h) CFRG Competitive Grant	$1.6 M	Capital Improvements
i) HOME	$500k	Capital Improvements
Other Federal Grants (list below)		
NSP 2	$3.7 M	Rehab / New Construction
FSS Coordinator	$50,000, if awarded	Operations
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2nd Increment RHF	$1-3M	Capital Improvements
2010 CFP	$1.2 M	Capital Improvements
3. Public Housing Dwelling Rent Income	$950,000	Operations
4. Other income (list below)		
CFFP	TBD	Capital Improvements
Rent for air Space	TBD	Operations
Program Income	TBD	Various Housing Related Initiatives
4. Non-federal sources (list below)		
Disposition Proceeds	TBD	Operations or Capital Improvements

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

☒ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

☒ $26-$50

2. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below*: Minimum Rent Policy*

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

☒ For the earned income of a previously unemployed household member

If yes, state percentage/s and circumstances below:

☒ For household heads

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

☒ No

f. Rent -determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

☒ Any time the family experiences an income increase

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

☒ The section 8 rent reasonableness study of comparable housing
☒ Survey of similar unassisted units in the neighborhood

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

a. What is the PHA's payment standard?

☒ 100% of FMR
☐ Above 100% but at or below 110% of FMR

	0BR	1BR	2BR	3BR	4BR	5BR
2010	**537**	**610**	**680**	**911**	**940**	**1081**

These changes became effective July 1, 2010

c. If the payment standard is higher than FMR, why has the PHA chosen this level?

☒ To increase housing options for families

d. How often are payment standards reevaluated for adequacy?

☒ Annually

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard?

☒ Success rates of assisted families

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent?

☒ $26-$50

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

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. Operations and Management

[24 CFR Part 903.7 9 (e)]

A. PHA Management Structure (See attached agency Organization Chart)

Describe the PHA's management structure and organization.

☒ An organization chart showing the PHA's management structure is attached.

B. HUD Programs Under PHA Management

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	657	20-25%
Section 8 Vouchers	1600	15-20%
Section 8 Certificates	0	
Section 8 Mod Rehab	8	3-5%
Special Purpose Section 8 Vouchers (list individually)		
FUP	100	20%-25%
VOA	50	20%-25%
VASH	100	20%-25%
AR CARES	25	10%
CATCH	25	50%
MFP	5	50%

C. Management and Maintenance Policies

(1) Public Housing Maintenance and Management: (list below)

Admissions and Continued Occupancy Policy (A.C.O.P.)
Maintenance Plan and Charges
Personnel Policies
Procurement Polices
Pet Policy
Facilities Use Policy
House Rules (high-rise buildings)
Preventative Maintenance / Pest Eradication Policy
Grievance Policy
Community Service Policy
PH Homeownership Plan
Banned Policy
Smoke Free Housing Addendum
Emergency Plan (COOP)

(2) Section 8 Management: (list below)

Administrative Plan

Owner's Briefing Manual
Family Self Sufficiency Action Plan
Personnel Policies
Procurement Polices
Grievance Policy
HCV Homeownership Plan

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

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

☒ Correspondence to the participant will designate to whom, where and the timeline

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes?

☒ Correspondence to the participant will designate to whom, where and the timeline

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.

Request for Extension / Renewal Plan to Formally Designate Fred W. Parris Towers Developments submitted to HUD August 2009. Approved by HUD August 2009.

The Housing Authority of the City of Little Rock submits this plan to renew the designation of **Fred W. Parris Towers (AR004-009)** and **Cumberland Towers (AR004-010)** apartment communities as **elderly and near elderly apartment buildings**.

Identification of the Developments to be Redesignated:

AR004-009 **Fred Parris Towers,** 1800 S. Broadway St., Little Rock, AR 72206

AR004-010 **Cumberland Towers** 311 East 8th Street, Little Rock, AR 72202

Number of units in the affected projects:

Development	Project #	# of Units in the Development	Total # of Units in the Affected Projects	Total # of Units to be Designated as Non-Elderly	Percentage of the Project for Designation
Parris Towers	AR 004-009	250	250	0	100%
Cumberland Towers	AR 004-010	178	178	0	100%
Powell Towers	AR 004-011	168	0	168	0%

LRHA High-Rise Unit Breakdown

Bedroom Size	Parris Towers	Cumberland Towers	Powell Towers
Zero Bedroom	142	104	100
One Bedroom	98	70	63
Two Bedroom	10	4	6
Total	250	178	169

Identify the population Served in the Designated Units: **2004 Data**

Development Name	Elderly & Near Elderly	Non-Elderly
Parris Towers	93	56
Cumberland Towers	119	38
Powell Towers	112	38
Totals	324	132

Current Data

Development Name	Elderly & Near Elderly	Non-Elderly
Parris Towers	235	3
Cumberland Towers	175	2
Powell Towers	96	70
Totals	506	75

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).

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☐ Yes ☒ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

☒ Client referrals
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
☒ Jointly administer programs

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies
Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

☒ Public housing rent determination policies
☒ Public housing admissions policies
☒ Section 8 admissions policies
☒ Preference/eligibility for section 8 homeownership option participation

b. Economic and Social self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description)	*Estimated Size*	*Allocation Method*	*Access*	*Eligibility*
HCV FSS	*78*	*Voluntary / Wait List*	*HCV FSS Coordinator*	*HCV*
ROSS Program	*50*	*Voluntary*	*ROSS Coordinator Parris Towers*	*Resident*
LRHA RS Program	*100*	*Voluntary*	*Resident Services Coordinator / Manager*	*Resident*

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
☒ Informing residents of new policy on admission and reexamination regarding the exchange of information and coordination of services
☒ Establishing a protocol for exchange of information with all appropriate TANF agencies (using EIV and other sources)

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.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
☒ Observed lower-level crime, vandalism and/or graffiti

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
☒ Analysis of cost trends over time for repair of vandalism and removal of graffiti
☒ Resident reports
☒ PHA employee reports, daily guard reports
☒ Police reports

3. Which developments are most affected? (list below)
Parris Towers, Powell Towers and Sunset Terrace

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)
☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
☒ Activities targeted to at-risk youth, adults, or seniors

2. Which developments are most affected? (list below)
Parris Towers and Sunset Terrace

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities:

☒ Police provide crime data to housing authority staff for analysis and action

2. Which developments are most affected? (list below)
Parris Towers, Cumberland Towers, Powell Towers and Sunset Terrace

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

II. PET OWNERSHIP POLICY

A. Pet Rules

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority. These rules do not apply to service or companion animals verified to be needed by a person with a documented disability who have a disability-related reason for needing an animal.

1 Common household pets as authorized by this policy means a domesticated animals, such as a cat, dog, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.

2 Each resident family will be allowed to house only one (1) warm blooded animal at any time, one 10 gallon fish tank or one cage with up to 2 birds. Visiting guests with pets will not be allowed. Additional pets found in the premises will be removed at the owners expense.

3 Each resident must register his/her pet with the Authority **BEFORE** it is brought onto the Authority premises, and must update the registration annually at the annual re-examination of income. The registration will include: (Appendix 1)

- Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture;
- A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
- A signed agreement must be executed by an alternate caretaker (listing the name, address, and telephone number) who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
- A statement indicating that the pet owner has read the pet rules and agrees to comply with them; *(Appendix 2)*
- The Authority may refuse to register a pet if:
  1) The pet is not a common household pet;
  2) The keeping of the pet would violate any applicable house pet rule;
  3) The pet owner fails to provide complete pet registration information;
  4) The pet owner fails to update the pet registration annually;
  5) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
- Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
- The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
  1) State the reasons for refusing to register the pet;
  2) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this

policy; and

3) Be combined with a notice of a pet rule violation if appropriate.

4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed twenty five (25) pounds and total height at the shoulder shall not exceed eighteen (18) inches. The size limitations do not apply to service animals.

5. No chows, pit bulls, Dobermans, rottweilers, or any other known fighter breed will be allowed on the premises.

6. All cat and dog pets shall verified by veterinarian to be neutered or spayed, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.

7. In general occupancy developments, a non-refundable pet fee of $100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.

8. Pets shall be quartered in the Resident's unit.

9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.

10. No dog houses will be allowed on the premises.

11. Visiting guests with pets (other than service animals to assist visitors with disabilities) will not be allowed.

12. Pets (dogs and cats) must be kept in the resident's apartment and not allowed to be in public areas without being on a leash. Pets must be kept in owner's arms when on the elevator, in the hallway or lobby area or high-rise buildings. The owner must prominently display rabies and license tags on the pet.

13. Owners shall clean up after pet after each time the animal eliminates.

14. Pets can be exercised in approved areas designated by the LRHA.

15. Persons who own pets are recommended to purchase a personal liability policy; the resident may include this coverage in the Renters Insurance Policy. The tenant acknowledges by signing the lease agreement they are solely responsible for all personal and property damages caused by their pet. The coverage should be sufficient to protect the owner of damage caused by the pet to persons or property.

16. A security deposit of $150.00 is required to be held without interest, until such time as the owner moves out or until the pet is no longer with the resident. This deposit shall be applied against any and all damages caused by the pet or the owner's failure to clean up after the pet. This deposit will not be used to defray the cost of unrelated repairs.

17. Any pet determined to be dangerous of vicious as defined in the City of Little Rock Animal Service Code are prohibited from LRHA property at all times.

18. Should the LRHA have to exterminate a unit for fleas, ticks or other animal related pests, the cost of extermination shall be charged to the resident.

19. Prior to initial occupancy and annually thereafter, the pet owner must certify that the pet is housebroken or paper trained, and shall be responsible for cleaning up and proper disposal of pet waste daily inside the apartment and outside the building/unit. Pet waste will be put in a plastic bag and deposited in the dumpster. There will be a $25.00 charge if this is not done.

20. No pet shall be allowed to make barking, whining, scratching or exhibit a threatening behavior that might disturb other residents or Housing Authority staff. The resident owning the pet will be asked to vacate or remove the pet from the premises if these conditions cannot be controlled.

21. Any applicable City and State Ordinances concerning pets will be complied with.

22. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph B3 below.

23. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.

24. Dishes or containers for food and water will be located within the owner's apartment.

    Food and/or table scraps, will not be deposited on the owner's porches or yards.

25. Residents will not feed or water stray animals or wild animals.

26. Pets will not be allowed on specified common areas (under clotheslines, social rooms,

    office, maintenance space, etc.).

27. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

1. **NOTICE OF PET RULE VIOLATION (Appendix 3)**: When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:

   - Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
   - serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;

2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

3. The notice must state that the pet owner has ten (5) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;

4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;

5. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' lease.

6. **PET RULE VIOLATION MEETING:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).

   - The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
   - The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
   - Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

7. **NOTICE OF PET REMOVAL:** If the pet owner and the Authority are unable to resolve the pet rule

violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B.3 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

8. **INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY**: The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

1. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet at the owners expense;
- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in C.1.b above will be followed; and
- If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

Nothing in this policy prohibits the Authority or the Appropriate City Authority from requiring the removal of any pet from the Authority property. If the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the Authority property or of other persons in the community where the project is located.

E. APPLICATION OF RULES

1 Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.

2 All pet rules apply to resident and/or resident's guests.

Appendix I

III. PET AGREEMENT

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.
3. Pet Fee. The Pet Fee will be $100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge.
   - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
   - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and twenty five (25) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name _____Type_____

Breed_____Color_____Weight _____Age_____

Housebroken?_____City of License _____License No._____

Date of last Rabies shot_____

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name_____

Address_____

Phone_____

Appendix 2

IV. PET POLICY CERTIFICATION

Attach photo of Pet here

By_____

Title_____

Housing Authority

Resident_____

Resident_____

Resident_____

I have read, fully understand and will abide by the rules and regulations contained in the Housing Authority Pet Policy and in this Pet Agreement.

Appendix 3

Pet Policy Rules Violation Notice

DATE:_____

TIME: (IF DELIVERED)_____A.M. /P.M.

TO:_____

NAME OF RESIDENT:_____

STREET ADDRESS:_____

PET NAME OR TYPE:_____

This notice hereby informs you of the following pet rule violation:

_____

_____

_____

Factual Basis for Determination of Violation:_____

_____

_____

_____

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

_____

Executive Director

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.

The LRHA certifies it can document that it examines its programs, policies to identify potential impediments to fair housing choice.

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))?
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
4. ☒ Yes ☐ No: If there were any findings, do any remain unresolved?
   If yes, how many unresolved findings remain? 2
5. ☒ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD? Not at the submission of this document
   If not, when are they due (state below)? November, 2010

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.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☒ Private management
☒ Development-based accounting
☒ Comprehensive stock assessment

3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

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.

Domestic Violence, Dating Violence, Sexual Assault, Stalking

The LRHA (LRHA) has adopted a policy to implement applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) (VAWA). LRHA's goals, objectives and policies to enable LRHA to serve the needs of child and adult victims of domestic violence, dating violence

and stalking, as defined in VAWA, are stated in the LRHA VAWA Policy, a copy of which is included in the ACOP and Administrative Plans.

In addition:

A. The following activities, services, or programs are provided by LRHA, directly or in partnership with other service providers, to child and adult victims of domestic violence, dating violence, sexual assault or stalking.

Pamphlets and assistance with contacting programs in the community that assist families in need.

B The following activities, services, or programs are provided by LRHA to help child and adult victims of domestic violence, dating violence, sexual assault, or stalking maintain housing.

Pamphlets and assistance with contacting programs in the community that assist families in need.

C. The following activities, services, or programs are to be provided by LRHA to prevent domestic violence, dating violence, sexual assault and stalking, or to enhance victim safety in assisted families.

Annual Awareness Day Activities

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

(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

It is the intent of the LRHA to develop various housing types during this period. We will utilize techniques of the mixed finance model, as applicable. Where not applicable the traditional development model will be used. Specific sites have not been determined for future development.

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

At this time there are no planned demolition / dispositions of PHA property. If the PHA should elect to do so, this will not be considered a significant deviation from the plan.

(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

At this time there are no planned conversions of PHA property. If the PHA should elect to do so, this will not be considered a significant deviation from the plan.

(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.

It is the intent of the LRHA to develop various housing types during this period. We will utilize techniques of the mixed finance model, as applicable. Where not applicable the traditional development model will be used.

(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.

The Housing Authority of Little Rock will provide opportunity for utilization of Project Based Section 8 Vouchers.

The Housing Authority has determined that project-basing is an appropriate option because it will enhance the mixed income concept and reduce the concentration of poverty in the City of Little.

The total number of project based units made available by the PHA will be "equal to 20% of the total funding available under the Annual Contributions Contract (ACC) for tenant based assistance (Housing Choice Voucher funding), equivalent to 20% of the baseline units established by HUD."

All new Project Based Assistance agreements… "Must be for units located in census tracts with poverty rates of less than 20%, unless the Housing Authority of Little Rock secures an exception from HUD." The PHA may also seek to increase the 25% limit for any development.

The Housing Authority of Little Rock has determined that entering into a Housing Assistance Payments Contract for Project Based Assistance is consistent with the Annual Plan and HUD requirements of "deconcentrating poverty and expanding housing and economic opportunities."

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

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

8.2 Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the Capital Fund Program Five-Year Action Plan, form HUD-50075.2, and

subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. **See Attached Documents**

8.3 Capital Fund Financing Program (CFFP).
Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. The PHA will be submitting a CFFP plan to HUD for the capital improvements to each of the three high-rise apartment complexes. This will be combined with tax credits and other federal and nonfederal resources. At this time the PHA has procured a financing entity and has begun the application process. The amount to be borrowed is being determined.

9.0 Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Affordable Housing Need
There are four factors that contribute to a need for additional affordable housing:
(1) Many households are over-crowed;
(2) Many households are over-burdened with housing costs;
(3) Affordable rental housing is being lost to the market through expiring use restrictions; and
(4) The demolition of blighted, distressed housing.

It is projected that the 2010 Census data will indicate an increase in households in Little Rock with annual household incomes at or below $20,000. This will have a significant impact on affordable housing needs for the community. With a $20,000 annual income a family can afford a payment standard of $500.

The Arkansas child poverty rate jumped to 26.9 percent in 2009, up 2.3 percentage points from 24.6 percent in 2008, according to figures released today by the Census Bureau. With more than 186,000 Arkansas children living in poverty, the state has the third highest child poverty rate in the nation, after Mississippi and the District of Columbia. The U.S. child poverty rate in 2009 was 19.7 percent. The federal definition of poverty in 2009 was a family of four earning less than $22,050 a year. Many of our families meet this definition.

Based on the number of units available at rents under $500 per month, compared with the number of households that can only afford rental costs under $500 per month, there is a deficit of available units.

The Authority had two separate market assessments conducted. One in June 2009 and another in May 2010. The combined documents are used by the PHA to determine the conditions for housing needs in the City of LR. Any person wishing to see the documents may do so by contacting the LRHA.

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line

☒ Reduce turnover time for vacated public housing units

☒ Reduce time to renovate public housing units
☒ Seek replacement of public housing units lost to the inventory through mixed finance development
☒ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies

Strategy 2: Increase the number of affordable housing units by:
☒ Apply for additional section 8 units should they become available
☒ Leverage affordable housing resources in the community through the creation of mixed - finance housing
☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
☒ Other: (list below) Purchase Affordable Housing Units

Need: Specific Family Types: Families at or below 30% of median
Strategy 1: Target available assistance to families at or below 30 % of AMI
☒ Adopt rent policies to support and encourage work

Need: Specific Family Types: Families at or below 50% of median
Strategy 1: Target available assistance to families at or below 50% of AMI
☒ Employ admissions preferences aimed at families who are working
☒ Adopt rent policies to support and encourage work

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
☒ Maintain designation of public housing for the elderly: NOTE: Two developments are designated for the elderly / near elderly (*Parris & Cumberland Towers*)
☒ Apply for special-purpose vouchers targeted to the elderly, should they become available

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
☒ **Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing**
☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
☒ Affirmatively market to local non-profit agencies that assist families with disabilities

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:
☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs

Strategy 2: Conduct activities to affirmatively further fair housing
☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units

☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

☒ Funding constraints
☒ Staffing constraints
☒ Extent to which particular housing needs are met by other organizations in the community
☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
☒ Influence of the housing market on PHA programs
☒ Community priorities regarding housing assistance
☒ Results of consultation with local or state government
☒ Results of consultation with residents and the Resident Advisory Board
☒ Results of consultation with advocacy groups

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

(a) Progress in Meeting Mission and Goals. Provided in section 5.2 above.

11.0 Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.

- Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations (which includes all certifications relating to Civil Rights) **See Attached Certifications**
- Form HUD-50070, Certification for a Drug-Free Workplace (PHAs receiving CFP grants only) **See Attached Certifications**
- Form HUD-50071, Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only) **See Attached Certifications**
- Form SF-LLL, Disclosure of Lobbying Activities (PHAs receiving CFP grants only) **See Attached Certifications**
- Form SF-LLL-A, Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only) **N/A**
- 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. **See document below**
- Challenged Elements **See document below**
- Form HUD-50075.1, Capital Fund Program Annual Statement/Performance and Evaluation Report (PHAs receiving CFP grants only) **See Attached CFP Documents**
- Form HUD-50075.2, Capital Fund Program Five-Year Action Plan (PHAs receiving CFP grants only) **See Attached CFP Documents**
- Form HUD 50077-SL - **See Attached Certifications**

RAB Comments

A. Resident Advisory Board Recommendations

1. ☐ Yes ☒ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☐ Attached at Attachment (File name)
☐

3. In what manner did the PHA address those comments? (select all that apply)

☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:
☒ Other: (list below) N/A

Challenged Elements

No element of the LRHA's proposed five year or annul plan was challenged by any member of the general public, residents, governmental officials or elected officials. The Authority publicly advertised the review period in the print media via the statewide newspaper on circulation. In addition the notification was posted on the agency website www.lrhousing.org. Agency staff informed various neighborhood associations and community groups of the plan's availability on the web. The public hearing was held and no one attended the hearing.

ADMINISTRATIVE PLAN

FOR THE

SECTION 8 CERTIFICATE AND VOUCHER PROGRAMS

LRHA
LITTLE ROCK
HOUSING
AUTHORITY

Approved by the LRHA Board of Commissioners October 13, 2010

Submitted to HUD via submission on October 15, 2010

Approved by HUD December

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

A. MISSION STATEMENT 9
B. LOCAL GOALS 9
C. PURPOSE OF THE PLAN 11
D. ADMINISTRATIVE FEE RESERVE 11
E. RULES AND REGULATIONS 12
F. TERMINOLOGY 12
G. FAIR HOUSING POLICY 12
H. REASONABLE ACCOMMODATIONS POLICY 13
I. TRANSLATION OF DOCUMENTS 15
J. MANAGEMENT ASSESSMENT OBJECTIVES 15
K. RECORDS FOR MONITORING PHA PERFORMANCE 16
L. PRIVACY RIGHTS 16
M. FAMILY OUTREACH 17
N. OWNER OUTREACH 17

Chapter 2
ELIGIBILITY FOR ADMISSION

A. ELIGIBILITY FACTORS 19
B. FAMILY COMPOSITION 19
C. INCOME LIMITATIONS 22
D. MANDATORY SOCIAL SECURITY NUMBERS 23
E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS 23
F. OTHER CRITERIA FOR ADMISSIONS 23
G. TENANT SCREENING 24
H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT 25
I. INELIGIBLE FAMILIES 25
J. PROHIBITED ADMISSIONS CRITERIA 25
K. STUDENT ELIGIBILITY ADMISSION ..... 26.

Chapter 3
APPLYING FOR ADMISSION

A. OVERVIEW OF APPLICATION TAKING PROCESS 28
B. OPENING/CLOSING OF APPLICATION TAKING 29
C. "INITIAL" APPLICATION PROCEDURES 29
D. APPLICANT STATUS WHILE ON WAITING LIST 30
E. TIME OF SELECTION 30
F. COMPLETION OF A FULL APPLICATION 31
G. VERIFICATION 32
H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY 32

Chapter 4
ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

A. WAITING LIST 33
B. SPECIAL ADMISSIONS 34
C. LOCAL PREFERENCES 34
D. INCOME TARGETING 35
E. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION 35
F. TARGETED FUNDING 35
G. PREFERENCE & INCOME TARGETING ELIGIBILITY 36
H ORDER OF SELECTION 37
I. FINAL VERIFICATION OF PREFERENCES 37
J. PREFERENCE DENIAL 37
K REMOVAL FROM WAITING LIST AND PURGING 38

Chapter 5
SUBSIDY STANDARDS

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE 39
B. EXCEPTIONS TO SUBSIDY STANDARDS 40
C. UNIT SIZE SELECTED 41

Chapter 6
FACTORS RELATED TO TOTAL TENANT PAYMENT & FAMILY SHARE DETERMINATION

A. INCOME AND ALLOWANCES 43
B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES 44
C. MINIMUM RENT 46
D. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT 48
E. AVERAGING INCOME 51
F. MINIMUM INCOME 52
G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME ... 52
H. REGULAR CONTRIBUTIONS AND GIFTS 52

I. ALIMONY AND CHILD SUPPORT 52
J. LUMP-SUM RECEIPTS.....53
K. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS.....54
L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE..... 54
M. CHILD CARE EXPENSES 54
N. MEDICAL EXPENSES 55
O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES 55
P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS..... 55
Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS 56

Chapter 7
VERIFICATION PROCEDURES

A. METHODS OF VERIFICATION AND TIME ALLOWED 57
B. INVESTIGATION OF INCOME DISCREPANCIES……..63
C. REPAYMENT AGREEMENT POLICY……...64
D. RELEASE OF INFORMATION.....68
E COMPUTER MATCHING 69
F ITEMS TO BE VERIFIED 69

Chapter 8
VOUCHER ISSUANCE AND BRIEFINGS

A. ISSUANCE OF VOUCHERS 71
B. BRIEFING TYPES AND REQUIRED ATTENDANCE.....71
C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION.....74
D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION 74
E. SECURITY DEPOSIT REQUIREMENTS 74
F. TERM OF VOUCHER.....74
G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS.....75
H REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER ..76

Chapter 9
REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

A. REQUEST FOR TENANCY APPROVAL 77
B. ELIGIBLE TYPES OF HOUSING 78
C. LEASE REVIEW 78
D. SEPARATE AGREEMENTS 80
E. INITIAL INSPECTIONS 80
F. RENT LIMITATIONS 80
G. DISAPPROVAL OF PROPOSED RENT 80
H. INFORMATION TO OWNERS 81
I. OWNER DISAPPROVAL 82
J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE 82
K. CONTRACT EXECUTION PROCESS 82
L. CHANGE IN OWNERSHIP 82

Chapter 10
HOUSING QUALITY STANDARDS AND INSPECTIONS

A. GUIDELINES/TYPES OF INSPECTIONS 83
B. INITIAL HQS INSPECTION 84
C. ANNUAL HQS INSPECTIONS 84
D. SPECIAL/COMPLAINT INSPECTIONS 85
E. QUALITY CONTROL INSPECTIONS 85
F. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) 86
G. DETERMINATION OF RESPONSIBILITY 87
H. CONSEQUENCES IF FAMILY IS RESPONSIBLE 87

Chapter 11
OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM 88
B. MAKING PAYMENTS TO OWNERS 88
C. RENT REASONABLENESS DETERMINATIONS 89
D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM 92
E. ADJUSTMENTS TO PAYMENT STANDARDS 93
F. EXCEPTION PAYMENT STANDARDS 94

Chapter 12
RECERTIFICATIONS

A. ANNUAL ACTIVITIES 95
B. ANNUAL RECERTIFICATION/REEXAMINATION 95
C. REPORTING INTERIM CHANGES 97
D. OTHER INTERIM REPORTING ISSUES 98
E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS 98
F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS 100
G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) 100
H. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES 101
I. MISREPRESENTATION OF FAMILY CIRCUMSTANCES 101

Chapter 13
MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

A. ALLOWABLE MOVES 102
B. RESTRICTIONS ON MOVES 102
C. PROCEDURE FOR MOVES 102
D. PORTABILITY 103
E. OUTGOING PORTABILITY 103
F. INCOMING PORTABILITY 104

Chapter 14
CONTRACT TERMINATIONS

A. CONTRACT TERMINATION 107
B. TERMINATION BY THE FAMILY: MOVES 107
C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS 108
D. TERMINATION OF THE CONTRACT BY PHA 108
E. PROBITED TERMINATION OF ASSISTANCE: DOMESTIC ABUSE 109

Chapter 15
DENIAL OR TERMINATION OF ASSISTANCE

A. GROUNDS FOR DENIAL/TERMINATION 110
B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY 112
C. FAMILY OBLIGATIONS 116
D. PROCEDURES FOR NON-CITIZENS 119
E. ZERO ($0) ASSISTANCE TENANCIES 119
F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION 119
G. MISREPRESENTATION IN COLLUSION WITH OWNER 120
H. MISSED APPOINTMENTS AND DEADLINES 120

Chapter 16
OWNER DISAPPROVAL AND RESTRICTION

A. DISAPPROVAL OF OWNER 121
B. OWNER RESTRICTIONS AND PENALTIES 122
C. CHANGE IN OWNERSHIP 123

Chapter 17
CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS
(For HAP Contracts Effective Before October 2, 1995)

Chapter 18
OWNER OR FAMILY DEBTS TO THE PHA

124
B. DEBTS OWED FOR CLAIMS 124
C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION 125
D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP……125
E. GUIDELINES FOR PAYMENT AGREEMENTS 125
F. OWNER DEBTS TO THE PHA 126
G. WRITING OFF DEBTS 126

Chapter 19
COMPLAINTS AND APPEALS

A. COMPLAINTS TO THE PHA 127
B. PREFERENCE DENIALS 127
C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS 127
D. INFORMAL HEARING PROCEDURES 128
E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" 131
F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES 132

Chapter 20
SPECIAL HOUSING TYPES

A. SINGLE ROOM OCCUPANCY 132
B. CONGREGATE HOUSING 132
C. GROUP HOMES..... 133
D. SHARED HOUSING 134
E. COOPERATIVE HOUSING 135
F. MANUFACTURED HOMES 136

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING 127
B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING 129
C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE..... 144

PROGRAM INTEGRITY ADDENDUM

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD .. PI-2
B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD..... PI-3
C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD..... PI-4
D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD..... PI-5
E. OVERPAYMENTS TO OWNERS..... PI-5
F. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD..... PI-6
G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA PI-7
H. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW..... PI-7
I. EVALUATION OF THE FINDINGS PI-7
J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED PI-8

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Section 8 tenant-based assistance programs are federally funded and administered for the **City of Little Rock Pulaski County, Arkansas** by the **Little Rock Housing Authority** through its Section 8 housing office.

Administration of the Section 8 Program and the functions and responsibilities of the Little Rock Housing Authority (LRHA) staff shall be in compliance with the LRHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Jurisdiction

The jurisdiction of the PHA is **The City of Little Rock, Arkansas.**

A. HOUSING AUTHORITY MISSION STATEMENT

The mission of the LRHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

B. LOCAL GOALS [24 CFR 982.1]

LRHA Goal: Expand the supply of decent safe and affordable assisted housing.

Objectives:

Encourage owners of rental housing outside of minority and poverty impacted areas to participate in the Section Program.

Apply for additional rental vouchers.

LRHA Goal: Improve the quality of assisted housing

Objectives:

Concentrate on efforts to improve the current housing stock through better relations with landlords and consistent housing quality standards inspections.

Encourage rental property owners to renovate or modernize their housing units.

LRHA Goal: Increase assisted housing choices

Objectives:

Provide voucher mobility/ portability counseling.

Conduct outreach efforts to potential landlords.

Increase voucher payment standards to allow eligible families a greater choice in locating affordable housing.

Explore homeownership as an option to increase housing choice.

LRHA Goal: Provide an improved living environment

Objectives:

Families with at least one adult who is employed or who are active participants in accredited education and training programs designed to prepare the individuals for the job market will be given a preference in the selection for issuing vouchers.

Families will be encouraged to and assisted in locating rental units outside of poverty and minority concentrated areas.

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

Objectives:

Increase the number and percentage of employed person in assisted families.

LRHA Goal: Ensure equal opportunity and affirmatively further fair housing

Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability

Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

Other LRHA Goals and Objectives:

The LRHA has the following goals for the program:

- **To assist the local economy by increasing the occupancy rate and the amount of money flowing into the community.**
- **To encourage self- sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.**
- **To create positive public awareness and expand the level of family, owner, and community support in accomplishing the LRHA 's mission.**

- **To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.**
- **To administer an efficient, high-performing agency through continuous improvement of the LRHA's support systems and commitment to our employees and their development.**
- **To provide decent, safe, and sanitary housing for income eligible families while maintaining their rent payments at an affordable level.**
- **To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.**
- **To promote fair housing and the opportunity for income eligible families of all ethnic backgrounds to experience freedom of housing choice.**
- **To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to income eligible families.**
- **To promote a market-driven housing program that will assist qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.**

C. PURPOSE OF THE PLAN [24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented on10/1/99, and all certificates and vouchers were to be converted no later that 10-01-02.

The LRHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The LRHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to the LRHA Agency Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

Local rules that are made part of this Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

D. ADMINISTRATIVE FEE RESERVE [24 CFR 982.54(d)(21)]

Expenditures beyond normal operating costs using the Administrative Reserve (Operating Reserve) for other housing purposes will be approved in accordance with position of the LRHA Board of Commissioners and made in accordance with the approved budget**.**

E. RULES AND REGULATIONS [24 CFR 982.52]

This Administrative Plan is set forth to define the LRHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

F. TERMINOLOGY

The Housing Authority of The City of Little Rock, Arkansas is referred to as "LRHA" or "Housing Authority" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial or Termination of Assistance" chapter.

See Glossary for other terminology.

G. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

It is the policy of the LRHA to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The LRHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial **or marital** status, handicap or disability **or sexual orientation**

To further its commitment to full compliance with applicable Civil Rights laws, the LRHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

All LRHA staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the LRHA office/s, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the LRHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

The **LRHA's** office(s) **are** accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the **local telephone service provider.**

H. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the LRHA will treat a person differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on LRHA forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the LRHA, when the LRHA initiates contact with a family including when a family applies, and when the schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such an impairment

.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the LRHA will require that a professional third party competent to make the assessments provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the LRHA finds that the requested accommodation creates an undue administrative or financial burden, the LRHA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the LRHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the LRHA. .

The LRHA will provide a written decision to the person requesting the accommodation within **a reasonable time**. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the LRHA's decision.

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

All LRHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Verification of Disability

The LRHA will verify through third party disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of all the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Outreach

Outreach efforts will include notification of the media and agencies listed in the LRHA's Administrative Plan regarding public notices (see section on opening and closing the waiting list in "Applying for admission" chapter.)

Applying for Admission

All persons who wish to apply for any of the LRHA's programs must submit a pre-application as indicated in our public notice. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by LRHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applicants whether reasonable accommodations are necessary.

I. TRANSLATION OF DOCUMENTS

The LRHA will utilize local organizations to assist non-English speaking families and translate documents.

In determining whether it is feasible to provide translation of documents written in English into other languages, the LRHA will consider the following factors:

Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.

Estimated cost to LRHA per client of translation of English written documents into the other language.

The availability of local organizations to provide translation services to non English speaking families.

Availability of bi-lingual staff to provide translation for non-English speaking families.

J. MANAGEMENT ASSESSMENT OBJECTIVES

The LRHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the LRHA is using its resources in a manner that reflects its commitment to quality and service. The LRHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

Selection from the Waiting List

Reasonable Rent

Determination of Adjusted Income

Utility Allowance Schedule

HQS Quality Control Inspections

HQS Enforcement

Expanding Housing Opportunities

Payment Standards

Annual Re-examinations

Correct Tenant Rent Calculations

Pre-Contract HQS Inspections

Annual HQS Inspections

Lease-up

Family Self-Sufficiency Enrollment and Escrow Account Balances

Bonus Indicator Deconcentration

Supervisory quality control reviews will be performed by a LRHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

Selection from the waiting list

Rent reasonableness

Determination of adjusted income

HQS Enforcement

HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed will be no less that 5% and will relate directly to each factor.

K. RECORDS FOR MONITORING PHA PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, the LRHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the LRHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

In addition to the required SEMAP documentation, supervisory staff audits the following functions:

Not less than **5%** of reexaminations

Not less than **5%** of new applications

L. PRIVACY RIGHTS [24 CFR 982.551 and 24 CFR 5.212]

Applicants and participants, including all adults in each household are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/PHA will release family information.

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

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential" or returned to the family member after its use. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Section 8 Manager.

The LRHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

LRHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

M. FAMILY OUTREACH

The LRHA will publicize and disseminate information to make known the availability of housing assistance and related services for income eligible families on a regular basis. When the LRHA's waiting list is open, the LRHA will publicize the availability and nature of housing assistance for income eligible families in a newspaper of general circulation, minority media, and by other suitable means. .

To reach persons who cannot read the newspapers; the LRHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The LRHA will also utilize public service announcements.

The LRHA will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

N. OWNER OUTREACH [24 CFR 982.54(d)(5)]

The LRHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The LRHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

The LRHA encourages participation by owners of suitable units located outside areas of poverty or minority concentration.

The LRHA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

The LRHA maintains a list of units available for the Section 8 Program and updates this list at least weekly. When listings from owners are received, they will be compiled by the LRHA staff by bedroom size.

The LRHA will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low- income households. The lists of units will be provided at the front desk and provided at briefings.

The staff of the LRHA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

The LRHA has active participation in a community based organization(s) comprised of private property and apartment owners and managers.

The LRHA will actively recruit property owners with property located outside areas of minority and poverty concentration and apply for exception payment standards if the LRHA determines it is necessary to make the program more accessible in the PHA's jurisdiction.

The LRHA encourages program participation by owners of units located outside areas of poverty or minority concentration. The LRHA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more-choice and better housing opportunities to families. Voucher holders are informed of a broad range of areas where they may lease units inside the LRHA's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

This Chapter defines both HUD and the LRHA's criteria for admission and denial of admission to the program. The policy of the LRHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The LRHA staff will review all information provided by the family carefully, without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the LRHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS [982.201(b)]

The LRHA accepts applications only from families whose head or spouse is at least 18 years of age **or emancipated minors under State law.**

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the LRHA.

The HUD eligibility criteria are:

An applicant must be a "family"

An applicant must be within the appropriate Income Limits

An applicant must furnish Social Security Numbers for all family members. An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required

At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the LRHA may provide any financial assistance.

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher, unless the LRHA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list**.**

B. FAMILY COMPOSITION [24 CFR 982.201(c)]

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A “family” includes a family with or without a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The LRHA determines if any other group of persons qualifies as a “family”. Two or more persons who intend to share residency whose income and resources are available to meet the family’s needs also qualifies as a family. A single person family may be:

An elderly person

A displaced person

A person with a disability

Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Any other single person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

Two or more persons who intend to share residency whose income and resources are available to meet the family’s needs.

Head of Household

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

Spouse of Head

Spouse means the husband or wife of the head.

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

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-in Attendants

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

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

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

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

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

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

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

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

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

The LRHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this administrative plan.

Verification must include the hours the care will be provided.

[24 CFR 982.316**] In accordance with any time, the LRHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:**

The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

The person commits drug-related criminal activity or violent criminal activity; or

The person currently owes rent or other amounts to the LRHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

<u>Split Households Prior to Voucher Issuance</u>

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the LRHA will make the decision taking into consideration the following factors:

Which family member applied as head of household.

Which family unit retains the children or any disabled or elderly members.

Restrictions that were in place at the time the family applied.

Role of domestic violence in the split.

Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the LRHA.

Multiple Families in the Same Household

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

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

There will be a legal document required of families who claim joint custody or temporary guardianship.

C. INCOME LIMITATIONS [24 CFR 982.201(b), 982.353]

To be eligible for assistance, an applicant must:

Have an Annual Income at the time of admission that does not exceed the income limits for occupancy established by HUD. Additionally, at least 75% of all new admissions annually will have an income at or below the extremely low income limit which is 30% of the area medium income unless the LRHA obtains a percentage waiver from HUD which will be attached to this plan.

To be income eligible the applicant must be a family in the very low income category, which is a family whose income does not exceed 50 percent of the area median income. The LRHA will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201(b).

To be income eligible the family may be under the low-income limit in any of the following categories: [24 CFR 982.201(b)]

A very low income family.

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **90** days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.

A low-income family or moderate income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

To determine if the family is income-eligible, the LRHA compares the Annual Income of the family to the HUD published applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.

D. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must apply with the Social Security Administration Department.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals, who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

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

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

All members ineligible. Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. Defined by HUD in the non-citizen regulations at 24 CFR 5.522. Are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

F. OTHER CRITERIA FOR ADMISSIONS [24 CFR 982.552(b)]

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease within the past 3 years.

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the LRHA, including Form HUD-9886.

The LRHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

The family must not have violated any family obligation during a previous participation in the Section 8 program for 3 years prior to final eligibility determination.

The LRHA will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.

The family must pay any outstanding debt owed the LRHA or another PHA as a result of prior participation in any federal housing program within 30 days of PHA notice to repay.

The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before the LRHA will allow participation in its Section 8 program.

The LRHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy in the "Denial or Termination of Assistance" chapter.

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the LRHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the LRHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).

G. TENANT SCREENING [24 CFR 982.307)]

The LRHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The LRHA will conduct HUD required screening for eligibility purposes only.

The LRHA **will not** screen family behavior or suitability for tenancy. The LRHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before LRHA approval of the tenancy, the LRHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The LRHA will give the owner:

> The family's current and prior address as shown in the PHA's records; and
>
> The name and address (if known by the LRHA) of the landlord at the family's current and prior address.

The LRHA will offer the owner other information in the LRHA possession concerning the family if the owner put it in written request:

> Information about the family tenancy history.
>
> Information about drug trafficking by family members.

The same types of information will be supplied to all owners.

The LRHA will advise families how to file a complaint if they have been discriminated against by an owner. The LRHA will advise the family to make a Fair Housing complaint. The PHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

I. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

J. PROHIBITED ADMISSIONS CRITERIA [982.202(b)]

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

> Where a family lives prior to admission to the program.
>
> Where the family will live with assistance under the program.

Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.

Discrimination because a family includes children.

Whether a family decides to participate in a family self sufficiency program; or

Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

K. STUDENT ELIGIBILITY ADMISSION CRITERIA [982.552(b)5)

As part of the 2006 HUD appropriations Act, Congress enacted a new eligibility provision for Section 8 assistance for students enrolled in an institution of higher education (i.e., college-level students). In short, an applicant is NOT eligible for housing assistance under Section 8 of the Housing Act any longer if he/she:

Is enrolled as a student at an institution of higher education

Is under 24 years of age

Is not a veteran

Is unmarried

Does not have a dependent child, and

Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible, to receive assistance under section 8 of the United States Housing Act of 1937

If any of those factors is not "true" (e.g., the applicant is not a college-level student, or is more than 23 years old, or is a veteran, or is married or has a dependent child), this rule does NOT apply.

The new rule also changes the income exemption for student financial assistance for household members. Except for a person over the age of 23 with dependent children, any "financial assistance" that an individual receives, other than amounts received for tuition or student loan proceeds, under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education, shall be considered income to that individual for purposes of determining the household eligibility to receive Section 8 subsidy.

(HUD determined in the rule that student loan proceeds, although "financial assistance," are NOT included as income for determining eligibility.)

The new rule applies to all housing assistance provided under Section 8 of the Housing Act, including New Construction, assistance administered by State Agencies, New Construction Set-Aside for Section 515 Rural Housing, and Special Allocations for home ownership assistance, Supportive Housing for Elderly and Disabled and Housing Choice Voucher programs.

If PHA's currently have any students in any of the foregoing Section 8 programs, HUD recommends that the PHA perform an immediate Interim Re-exam to determine if they have continuing eligibility. A new paragraph (Section 982.552(b)5) added to the rule for Housing Choice Vouchers states that the PHA must deny "or terminate" assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in the new rule.

The new rule is final (no comment period) and will be effective on January 30, 2006.

Chapter 3

APPLYING FOR ADMISSION
[24 CFR 982.204]

INTRODUCTION

The policy of the LRHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the LRHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit the LRHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of the LRHA's programs must **complete a written application form when application-taking is open.** Applications will be made available in an accessible format upon request from a person with a disability.
When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.
The pre-application will be dated, time-stamped, and maintained eligibility until such time as it is needed for processing.

The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the LRHA ensures that verification of all HUD and LRHA eligibility factors are current in order to determine the family's eligibility for the issuance of a voucher.

B. OPENING/CLOSING OF APPLICATION TAKING

[24 CFR 982.206, 982.54(d)(1)]

The LRHA will utilize the following procedures for opening the waiting list:
When the LRHA opens the waiting list, the LRHA will advertise through public notice in the newspapers, minority publications and media entities, location(s), and program(s) for which applications are being accepted:
The notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.
- Closing date of the waiting list.

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

If the waiting list is open, the LRHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan. [24 CFR 982.206(b)(2)]

Closing the Waiting List

The LRHA will announce the closing of the waiting list by public notice.

The LRHA may stop accepting applications if there are enough applicants to fill anticipated openings for the next **12** months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next **12** months. When the period for accepting applications is over, the LRHA will add the new applicants to the list by:

Separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.

Limits on Who May Apply

When the waiting list is open:

Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

When the application is submitted to the LRHA:

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

C. "INITIAL" APPLICATION PROCEDURES [24 CFR 982.204(b)]

The LRHA will utilize a **pre-application form**. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. **Translations will be provided for non-English speaking applicants by appropriate community agencies.**
The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain at least the following information:

Applicant name
Family Unit Size (number of bedrooms the family qualifies for under PHA subsidy standards)

Date and time of application

Qualification for any local preference
Racial or ethnic designation of the head of household
Annual (gross) family income
Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Ineligible families **will not** be placed on the waiting list.
Pre-applications **will not** require an interview. The information on the application **will not** be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

D. APPLICANT STATUS WHILE ON WAITING LIST [CFR 982.204]

Applicants are required to inform the LRHA in writing **of changes in address. Applicants are also required to respond to requests from the LRHA to update information on their application and to determine their interest in assistance. Applicants who do not respond will be removed from the waiting list.**
If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.
The notice will contain the approximate date that assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and available funding.
This written notification of preliminary eligibility will be: Mailed to the applicant by first class mail.

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

E. TIME OF SELECTION [24 CFR 982.204]

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.
When there is insufficient funding available for the family at the top of the list, the LRHA will not admit any other applicant until funding is available for the first applicant.
Based on the LRHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

F. COMPLETION OF A FULL APPLICATION

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list and the order of selection from the waiting list.

After the preference is verified, when the LRHA is ready to select applicants, applicants will be required to:

> **Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by LRHA staff to review the information on the full application form.**

Requirement to Attend Interview

The LRHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other LRHA services or programs which may be available.
The head of household is required to attend the interview.
If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 days to review the information and to certify by signature that all of the information is complete and accurate.
It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses <u>two</u> scheduled meetings, the LRHA will reject the application.

If an applicant fails to appear for a pre-scheduled appointment, the LRHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.
If an applicant fails to appear for their interview without prior approval of the LRHA, their application will be denied unless they can provide acceptable documentation to the LRHA that an emergency prevented them from calling.
Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See "Complaints and Appeals "chapter.)

All adult members must sign the HUD Form 9886, Release of Information, the declarations and consents related to citizenship/immigration status and any other documents required by the LRHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the LRHA.

Every adult household member must sign a consent form to release criminal conviction records and to allow LRHA to receive records and use them in accordance with HUD regulations.

If the LRHA determines at or after the interview that additional information or document(s) are needed, the LRHA will request the document(s) or information **in writing**. The family will be given **10** days to supply the information.

If the information is not supplied in this time period, the LRHA will provide the family a notification of denial for assistance. (See "Complaints and Appeals" chapter)

G. VERIFICATION [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the Voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY [24 CFR 982.201]

After the verification process is completed, the LRHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the LRHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the LRHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

INTRODUCTION

It is the LRHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the local preferences which the LRHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains LRHA the system of applying them.

By maintaining an accurate waiting list, the LRHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST [24 CFR 982.204]

The LRHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the LRHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

The LRHA will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

Applicant name

Family unit size (Number of bedrooms family qualifies for under LRHA subsidy standards).

Date and time of application

Qualification for any local preference

Racial or ethnic designation of the head of household

Annual (gross) family income

B. SPECIAL ADMISSIONS [24 CFR 982.54(d)(e), 982.203]

If HUD awards a LRHA program funding that is targeted for specifically named families, the LRHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The LRHA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

A family displaced because of demolition or disposition of a public or Indian housing project;

A family residing in a multifamily rental housing project when HUD sells forecloses or demolishes the project;

For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

Applicants who are admitted under Special Admissions, rather than from the waiting list, are **identified by codes in the automated system.**

C. LOCAL PREFERENCES [24 CFR 982.207]

The LRHA will offer public notice when changing its preference system and the notice will allow for a comment period using the same guidelines as those for opening and closing the waiting list.

The LRHA uses the following local preference system:

Date and time of receipt of a completed application.

Residency preferences for families who live, work, or have been hired to work or who are attending school in the jurisdiction.

Working preference. Families with at least one adult who is a permanent full or part time employee or who are active participants in accredited educational and training programs designed to prepare the individual for the job **market. This preference is automatically extended to elderly /disabled families or families whose head or spouse is receiving income based on their inability to work.**

D. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the LRHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as “extremely low-income families.” The LRHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.

The LRHA income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

The LRHA is also exempted from this requirement where the PHA is providing assistance to low income or moderate income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out. The LRHA will follow the fungibility threshold limitations as set forth in QHWRA legislation.

The discretion by the LRHA to exercise the fungibility provision is also reflected in the LRHA’s Public Housing Admissions and Continued Occupancy Policy.

E. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION [24 CFR 982.207]

At the time of application, an applicant's entitlement to a local preference may be made on the following basis.

> **An applicant's certification that they qualify for a preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.**
>
> If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the local preference and given an opportunity for a meeting.

F. TARGETED FUNDING [24 CFR 982.203]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a Special Admission **are identified by codes in the automated system** The LRHA has the following "Targeted" Programs:

VASH

Shelter Plus Care

Family Unification Program

VOA

Section 8 Moderate Rehabilitation

Arkansas Cares

CATCH

Goodwill

G. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 982.207]

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the LRHA in writing when their circumstances change.

When an applicant claims an additional preference, s/he will be placed on the waiting list in the appropriate order determined by the newly-claimed preference.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before family(ies) with a higher preference, the family will be returned to the waiting list.

An applicant will not be granted any local preference if any member of the family has been evicted from housing assisted under any the 1937 Housing Act Program during the past three year because of drug-related criminal activity unless an exception is granted.

The LRHA will grant an exception to such a family if:

The responsibility member has successful completed a rehabilitation program.

The evicted person clearly did not participant in know about the drug related activity.

The evicted person no longer participants in any drug related criminal activity.

If an applicant makes a false statement in order to qualify for a local preference, the LRHA will deny the local preference.

Cross-Listing of Different Housing Programs and Section 8 [24 CFR 982.205(a)]

If the waiting list for the PHA's public housing program, project-based voucher program or moderate rehabilitation program is open at the time an applicant applies for Section 8, the LRHA will offer to place the family on its waiting lists for the other programs.

Other Housing Assistance [24 CFR 982.205(b)]

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.

The PHA may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205(b)]

Refuse to list the applicant on the PHA waiting list for tenant-based assistance;

Deny any admission preference for which the applicant is currently qualified;

Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the PHA selection policy; or

Remove the applicant from the waiting list.

However, the PHA may remove the applicant from the waiting list for tenant-based assistance if the LRHA has offered the applicant assistance under the voucher program.

H. ORDER OF SELECTION [24 CFR 982.207(e)]

The LRHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

Local preferences will be used to select families from the waiting list.

Among applicants with equal preference status, the waiting list will be organized by **date and time.**

I. FINAL VERIFICATION OF PREFERENCES [24 CFR 982.207]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the LRHA will:

Obtain necessary verifications of preference at the interview and by third party verification.

J. PREFERENCE DENIAL [24 CFR 982.207]

If the LRHA denies a preference, the LRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with the Section 8 Manager. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.

K. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 982.204(c)]

The Waiting List will be purged not less than one time each year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest and changed circumstances.

Any mailings to the applicant which require a response will state that failure to respond within 14 days will result in the applicant's name being dropped from the waiting list.

An extension of 7 days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If the applicant did not respond to the LRHA request for information or updates because of a family member's disability, the LRHA will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

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

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Section 8 Manager determines there were circumstances beyond the person's control.

Chapter 5

SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

INTRODUCTION

The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards, which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the LRHA procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The PHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the PHA assigns one bedroom to two people considering factors such as family characteristics including sex, age, or relationships within the following guidelines:

Persons of different generations, persons of the opposite sex over the age of 5 (other than spouses), and unrelated adults should be allocated a separate bedroom.

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under the age of 5.)

Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

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

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

Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

Adults of different generations will have separate bedrooms.

A single pregnant woman with no other family members must be treated as a two-person family.

Single person families shall be allocated one **bedroom.**

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household	
	Minimum Number	**Maximum Number**
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	6
3 Bedrooms	3	8
4 Bedrooms	4	10
5 Bedrooms	6	12

B. EXCEPTIONS TO SUBSIDY STANDARDS [24 CFR 982.403(a) & (b)]

The LRHA shall grant exceptions from the subsidy standards if the family requests and the LRHA determine the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The LRHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

Verified medical or health reason; or

Elderly persons or persons with disabilities who may require a live-in attendant.

Request for Exceptions to Subsidy Standards

The family may request a larger sized voucher than indicated by the LRHA's subsidy standards. Such request must be made in writing within 3 days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger unit size. Documentation verifying the need or justification will be required as appropriate.

The LRHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

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

PHA Error

If the LRHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the LRHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the LRHA subsidy standards, the above-referenced guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the LRHA and the landlord. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the LRHA within **30** days. The above referenced guidelines will apply.

Under-housed and Over-housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the LRHA will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

The LRHA will also notify the family of the circumstances under which an exception will be granted, such as:

If a family with a disability is under housed in an accessible unit.

If a family requires the additional bedroom because of a health problem which has been verified by the LRHA.

The LRHA and family have been unable to locate a unit within days.

C. UNIT SIZE SELECTED [24 CFR 982.402(c)

The family may select a different size dwelling unit than that listed on the Voucher. There are four criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under the LRHA subsidy standard for a family assisted in the voucher program is based on the LRHA adopted payment standards. The payment standard for a family shall be the *lower of*:

The payment standard amount for the family unit size; or

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

Family Rent Share: The family share of the gross rent must not exceed 40% of their monthly adjusted income.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

Unit Size	Maximum Number in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12

Transfer Waiting List

When a change in family composition requires a larger Voucher size and no funds are available, the family will be placed on a Transfer List.

Families will be selected from the Transfer List before families are selected from the applicant waiting list. This assures that families who are already on the program are in the appropriate sized units.

Families will be selected from this list when there is available funding, in the following sequence:

A participant family (whose family composition has been approved by the LRHA) who requires a change in Voucher size because they are living in a unit which is overcrowded according to Housing Quality Standards.

A participant family (whose family composition has been approved by the LRHA) who requires a change in Voucher size under the Subsidy Standards, but not under Housing Quality Standards.

All others who require a transfer as determined by the LRHA.

Chapter 6
FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

[24 CFR Part 5, Subparts E and F; 982.153, 982.551]

A. INTRODUCTION

The LRHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The LRHA's policies in this Chapter address those areas which allow the LRHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES [24 CFR 5.609]

Income: includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five **allowable deductions** from Annual Income:

Dependent Allowance: $480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

Elderly/Disabled Allowance: $400 per family for families whose head or spouse is 62 or over or disabled.
Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.
Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an **adult** member to work, attend school, or actively seek employment.
Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an **adult** family member to work.

STUDENT INCOME EXEMPTION

As part of the 2006 HUD appropriation Act, the new edibility rule also changes the income exemption for student financial assistance for household members. Except for person over age of 23 with dependent children, any "financial assistance" that an individual receives, other than amounts received for tuition or student loan proceeds, under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education, shall be considered income to that individual for purposes of determining the household eligibility to receive Section 8 subsidy. (HUD determined in the rule that student loan proceeds, although "financial assistance," are NOT included as income for determining eligibility.)

The new rule applies to all housing assistance provided under Section 8 of the Housing Act, including New Construction, assistance administered by State Agencies, New Construction Set-Aside for Section 515 Rural Housing, Special Allocations for home ownership assistance, Supportive Housing for Elderly and Disabled and Housing Choice Voucher programs.

If PHA's currently have any students in any of the foregoing Section 8 programs, HUD recommends that the PHA perform an immediate Interim Re-exam to determine if they have continuing eligibility. A new paragraph (Section 982.552(b)5) added to the rule for Housing Choice Vouchers states that the PHA must deny "or terminate" assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in the new rule.

B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES [24 CFR 5.617; 982.201(b)(3)]

The annual income for qualified families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.
A family qualified for the earned income exclusion is a family that is receiving tenant-based rental assistance under the Housing Choice Voucher Program; and

Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least $500 in such TANF benefits and services as one-time payments, wage subsidies and transportation assistance.

The HUD definition of "previously unemployed" includes a person with disabilities who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Qualifying increases are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

Initial Twelve-Month Exclusion

During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the LRHA will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member.

Second Twelve-Month Exclusion and Phase-in

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the LRHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over income of that family member prior to the beginning of such employment.

Maximum Four Year Disallowance

The earned income disallowance is limited to a lifetime 48-month period for each family member who is a person with disabilities. For each family member who is a person with

disabilities, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Applicability to Child -Care Expense Deductions

The amount deducted for child-care necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child-care deductions.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

Date the increase in earned income was reported by the family

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income

Amount of the increase in earned income (amount to be excluded)

Date the increase in income is first excluded from annual income

Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)

Date the family member has received a total of 12 months of the initial exclusion

Date the 12-month phase-in period began

Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)

Date the family member has received a total of 12 months of the phase-in exclusion

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

The LRHA will maintain a tracking system to ensure correct application of the earned income disallowance.

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of disabled families who are participants in the Housing Choice Voucher Program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

C. MINIMUM RENT [24 CFR 5.616]

Minimum Rent

"Minimum rent" is **$50.** Minimum rent refers to the minimum Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

Hardship Requests for an Exception to Minimum Rent

The LRHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The LRHA will review all relevant circumstances brought to the LRHA's attention regarding financial hardship as it applies to the minimum rent. The following section states the LRHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed. (24 CFR 5.630)

Criteria for Hardship Exception

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

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

The family would be evicted as a result of the imposition of the minimum rent requirement:

The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the LRHA or HUD

LRHA Notification to Families of Right to Hardship Exception

The LRHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly adjusted income, 10% of monthly income, minimum rent or welfare rent.

If the minimum rent is the greatest figure in the calculation of Total Tenant Payment, LRHA staff will include a copy of the notice regarding hardship request provided to the family in the family's file.

The LRHA notification will advise families that hardship exception determinations are subject to LRHA review and hearing procedures.

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

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

The LRHA will request documentation as proof of financial hardship.

The LRHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship.

Requests for minimum rent exception must include a statement of the family hardship that qualify the family for an exception.

Suspension of Minimum Rent

The LRHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the LRHA determines whether the hardship is temporary or long term.

"Suspension" means that the LRHA must not use the minimum rent calculation until the LRHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.
If the LRHA determines that the minimum rent is not covered by statute, the LRHA will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary Hardship

If the LRHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.
The LRHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See "Owner and Family Debts to the LRHA" chapter for Repayment agreement policy).

Long-Term Duration Hardships [24 CFR 5.616(c)(3)]

If the LRHA determines that there is a qualifying long-term financial hardship, the LRHA will exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

Retroactive Determination

The LRHA will reimburse the family for any minimum rent charges which took effect after October 21, 1998 that qualified for one of the mandatory exceptions.

If the family is owed a retroactive payment, the LRHA will provide reimbursement in the form of a cash refund to the family or a credit towards their rent contribution.

If the family is owed a retroactive payment, the LRHA will offset the family's future rent contribution payments by the amount in which the PHA owes the family.

The LRHA's definition of a cash refund is a check made out to the family.

The LRHA will not provide a cash refund for amounts owed to the family which are less than [state amount**] and will offset the amount against future HAP payments.**

D. DEFINITION OF TEMPORARY /PERMANENTABSENCE FROM UNIT [24 CFR 982.54(d)(10), 982.551]

The LRHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the LRHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

"Temporarily absent" is defined as away from the unit for more than 30 days but less than 60 days.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.
It is the responsibility of the head of household to report changes in family composition. The LRHA will evaluate absences from the unit using this policy.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 2 consecutive months or 90 days in a twelve month period except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the LRHA will seek advice from a reliable qualified source as to the

likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the LRHA "Absence of Entire Family" policy.

Absence Due to Full-time Student Status

Full time students who attend school away from the home will be treated in the following manner:

> **A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.**

Absence due to Incarceration

If the sole member is incarcerated for more than 60 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for **90 consecutive days or more than 180 days in a twelve month period.**

> **The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity.**

Absence of Children due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the LRHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 3 of months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the LRHA's subsidy standards.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the LRHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

"Absence" means that no family member is residing in the unit.

Families are required both to notify the LRHA before they move out of a unit and to give the LRHA information about any family absence from the unit.

Families must notify the LRHA no less than 5 days after leaving the unit, if they are going to be absent from the unit for more that 30 consecutive days. If the entire family is absent from the assisted unit for more than 60 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit, the LRHA will continue assistance payments for a maximum of 2 months.

In order to determine if the family is absent from the unit, the LRHA may:

> **Write letters to the family at the unit**

Telephone the family at the unit
Interview neighbors
Verify if utilities are in service
Check with the post office
Other means as determined necessary.

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the LRHA can verify that the person was unable to notify the LRHA in accordance with the family's responsibilities, and if funding is available, the LRHA may reinstate the family as an accommodation if requested by the family.

Caretaker for Children

If neither parent remains, in the household, and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the LRHA will treat that adult as a visitor for the first 60 days. .

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the LRHA will review the status at 30 day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the LRHA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, the LRHA will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The LRHA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The LRHA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 60 days and it is reasonable to expect that custody will be granted.

When the LRHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The LRHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 2 **months**, the person will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than **30** consecutive days without LRHA approval, or a total of **45** days in a 12-month period, will be considered to be living in the unit as **an unauthorized** household member.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the LRHA will terminate assistance if prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to **90** days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than **150** days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and LRHA

Reporting changes in household composition to the LRHA is both a HUD and a LRHA requirement.

The family obligations require the family to request LRHA approval to add any other family member as an occupant of the unit and to inform the LRHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

If the family does not obtain prior written approval from the LRHA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the LRHA in writing within 10 days of the maximum allowable time.

Families are required to report any additions to the household in writing to the LRHA within 30 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

Reporting Absences to the LRHA

Reporting changes in household composition is both a HUD and a LRHA requirement. If a family member leaves the household, the family must report this change to the LRHA, in writing, within 30 days of the change and certify as to whether the member is temporarily absent or permanently absent. The LRHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

E. AVERAGING INCOME

When annual income cannot be anticipated for a full twelve months, the LRHA may:

Average known sources of income that vary to compute an annual income, or

Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

F. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to **complete a written certification every 90 days.**

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

If the family's expenses exceed their known income, the LRHA will make inquiry of the head of household as to the nature of the family's accessible resources.

G. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every 3 months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition.)

If the family's expenses exceed its known income, the LRHA will inquire of the family regarding contributions and gifts.

I. ALIMONY AND CHILD SUPPORT [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the LRHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The LRHA will accept verification that the family is receiving an amount less than the award if:

If the amount of child support or alimony received is more than the amount awarded by the court, the LRHA will use the amount verified as paid for previous year.

The LRHA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree or court order.

J. LUMP-SUM RECEIPTS [24 CFR 5.609]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing. In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The LRHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances. The LRHA will calculate prospectively if the family reported the payment within 30 and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment will be added to the annual income at the time of the interim.

The LRHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim

At the next annual recertification, the LRHA will apply the percentage balance to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

If amortizing the payment over one year will cause the family to pay more than 40% of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, the LRHA and family may enter into a Payment Agreement, with the approval of the Section 8 Manager , for the balance of the amount over the 40% calculation. The beginning date for this Payment Agreement will start as soon as the one year is over.

Retroactive Calculation Methodology

The LRHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The LRHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the LRHA.

The family has the choice of paying **this "retroactive" amount to the LRHA in a lump sum.**

At the LRHA's option, the LRHA may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

K. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS [24 CFR 5.603(d)]

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

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum. L

L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(d)(3)]

The LRHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The LRHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy, are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation, are not considered to be assets disposed of for less than fair market value.

The LRHA's minimum threshold for counting assets disposed of for less than Fair Market value is $500.00. If the total value of assets disposed of within a one-year period is less than $500.00, they will not be considered an asset.

M. CHILD CARE EXPENSES [24 CFR 5.603]

Child-care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as child-care expenses.

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

The abuser in a documented child abuse situation, or

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

Allow ability of deductions for child-care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work which is included in the family's annual income.

The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

Amount of Expense: The LRHA will collect data **as a guideline. If the hourly rate materially exceeds the guideline, the LRHA may calculate the allowance using the guideline.**

Reviewed of Document: The LRHA will collect third party letter or six weeks of child care payment receipts.

N. MEDICAL EXPENSES [24 CFR 5.609(a)(2), 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

Pro-ration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The LRHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

Fraud by a family member in connection with the welfare program; or
Failure to participate in an economic self-sufficiency program; or
Noncompliance with a work activities requirement

However, the LRHA will reduce the rental contribution if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has not complied with other welfare agency requirements; or situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

The LRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The welfare agency, at the request of the LRHA, will inform the LRHA of:

Amount and term of specified welfare benefit reduction for the family;
Reason for the reduction; and
Subsequent changes in term or amount of reduction.

The LRHA has taken a proactive approach to creating an effective working relationship between the LRHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to Section 8 and Public Housing residents.

Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS [24 CFR 982.153, 982.517]

The same Utility Allowance Schedule is used for all tenant-based programs and is computed is accordance with HUD guidelines provided with HUD from 52667.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The LRHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners [24 CFR 982.517.

The LRHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination. The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family [24 CFR 982.514(b)], the LRHA will provide a utility reimbursement payment for the family each month. The payment will be made directly to the tenant.

Chapter 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR 960.259; 24 CFR 982.158; 24 CFR 982.516; 24 CFR 5:230;24 CFR 5.617]

I .VERIFICATION STANDARDS AND TIME ALLOWED [24 CFR 982.516 and 24 CFR 5:230]

Overview

LRHA is required by HUD regulations to verify information related to income, assets, preferences, deductions, and screening on resident and applicant families. Applicants and program participants are required to provide such information to LRHA truthfully and completely. LRHA staff will obtain upfront verification form independent sources whenever possible and when it cannot obtain such upfront verification. LRHA will seek third party written verification. Verification ensures both the LRHA and the family that all information contained in an application, including that used to determine basic eligibility and income-based rent calculations, is accurate. Accurate calculations also help to achieve both HUD's and Congress's goal of using limited housing resources correctly and as efficiently as possible.

Verifications are the key to high quality occupancy administration and deserve the attention of LRHA administrators and staff. Obtaining third-party verifications can be a time consuming process, since it involves reliance on outside organizations and agencies to provide information to the LRHA. In the admissions area, LRHAs will endeavor to track the amount of time it takes to receive third party verifications when calculating how far in advance of housing a family their name should be pulled from the waiting list. For annual reexaminations, a LRHA should understand how much time is needed for third-party verifications, to ensure that the reexamination can be completed in a timely manner.

The LRHA is the final judge of what constitutes adequate and credible documentation and verification. If LRHA staff have doubts about the veracity or reliability of information received, they will pursue alternative methods until they are satisfied that their documentation is the best available. LRHA staffs are not required to accept information, simply because it is offered.

Developing personal relationships at a staff level with other agencies and local employers can improve the quality and timeliness of the information received. LRHAs determines, in it sole discretion, LHRA may make efforts to go to other agencies and employers to meet the individuals who provide verification information in order to establish a good working relationship. LRHA will endeavor to respond to quickly when other agencies request permitted verification of housing assistance.

LRHA staff should be prepared to explain to outside organizations and individuals the obligations of public housing tenancy to help these verification sources provide informed references about an applicant's future ability to comply with lease

requirements. This is particularly important when a LRHA is verifying tenant history for an applicant who is not currently residing with a landlord. Applicants living with friends, family members, in shelters or quasi-institutional settings should not simply be rejected, simply because verifying ability and willingness to comply with the LRHA's lease can be a challenge.

The most acceptable form of verification, which must always be pursued to the by the LRHA to utmost extent, as it deems reasonably practicable, is third party written verification from a reliable source. Written verification must not be hand carried to or from the source by the family. The LRHA can mail or fax the verification form to the verification source, with the release section signed by the applicable family member. When the form is completed by the verification source, it can be mailed or faxed back to the LRHA. LRHAs may use mail-in verification forms provide stamped self-addressed envelopes in order to speed return.

Some public agencies are equipped to provide electronic verification of certain benefits. When this type of verification is available, typically of welfare, social security or SSI, the LRHA is permitted to use it and will generally endeavor to do so. Copies of electronic messages should be placed in the appropriate applicant files and, if the LRHA uses them, in the applicant's electronic file.

Third party oral verification is typically used when neither the LRHA nor applicant family is successful in persuading a source to return written verification forms. In this instance, LRHA staff may telephone the verification source and obtain the necessary information by asking questions from the verification form, including the name and title of the person interviewed. The staff member conducting this third party oral verification should then sign and date the form and make a note in the file about why this method was used rather than third party written verification.

If, after a thorough attempt, neither written nor oral third party verification is successful, the LRHA may rely on a review of information provided by the applicant, but shall document why third party verification was not obtained. When reviewing documents is not possible (e.g. when a family has just started a business), the LRHAs may require that the family sign a certification or notarized statement describing the relevant facts. In such a situation, the LRHA may require a reexamination of information more often than annually. For example, LRHAs may require residents whose income is highly variable to come in quarterly for income reexamination.

Because of legitimate privacy concerns, some sources will not release information without the applicant's written release. In order to obtain verifications, LRHA is required to obtain a release of information from the family member about whom information is being requested. (24CFR5.230) Accordingly, adult family member will be required to sign HUD 9886, Release of Information/Privacy Act form. In addition, family members will be required to sign other verification request forms that request specific types of information from various sources when information is needed that is not covered by the HUD 9886 since many sources will no longer accept a generic release form and because the verification request forms request the specific type of information needed by a LRHA.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature. Family refusal to cooperate with the income verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign the relevant consent form.

In this Chapter, we will examine what information must be verified, acceptable forms of verification, the duration of an acceptable verification, file documentation and quality control.

A. Information to be verified [24 CFR 982.516]

The LRHA is required to conduct a reexamination of family income and composition at least annually. LRHA shall obtain and document in the tenant file third party verification of the following factors (or document in the tenant file why third party verification was not available):

1. Reported family annual income
2. Value of tenant assets
3. Expenses related to deductions from annual income
4. Other factors that affect the determination of adjusted income.

Note, a tenant family may request an interim determination of family income or composition because of any changes since the last determination. LRHA shall make the interim determination within a reasonable time after the family request.

B. Methods of Verification and Time Allowed [24 CFR 982.516]

The LRHA will verify information through the four methods of verification acceptable to HUD in the following order of preference:

1. Enterprise Income Verification
2. Third-Party Written
3. Third-Party Oral
4. Review of Documents
5. Certification/Self-Declaration

The LRHA will allow 1 week for return of third-party verifications and 1 week to obtain other types of verifications before going to the next method. The LRHA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than **60 days old** at the time of Voucher issuance. **For program participants, they are valid for 90 days from date of receipt.**

Enterprise Income Verification

Once an applicant becomes a resident or participant in a program administered by LHRA, the housing authority will be able to access income information electronically from a variety of sources, including through HUD's. Enterprise Income Verifications (EIV) system is intended to provide a single source of income-related data to public housing agencies (PHAs) for use in verifying the income reported by tenants in the various assisted housing programs administered by the LRHAs across the nation.

The EIV systems assists the PHAs in the upfront verifications of tenant income by comparing the tenant income data obtained from various sources including:

Tenant-supplied income data captured on Form HUD- 50058 and maintained in the Public Housing Information Center (PIC) databases;

Social Security and Supplemental Security Income from the Social Security Administration ("SSA");

User Profile information from the PIC database, and

Wages information from the State Wage Information Collection Agencies (SWICAs);

LRHA shall not disclose income information obtained from a SWICA directly to an owner (unless LRHA is the owner). Disclosure of income information obtained from the SSA or IRS shall be restricted in compliance with 26 U.S.C. §6103(l)(7) and 42 U.S.C. 3544.

In order to comply with federal law and the regulations established by HUD, the following policies shall be followed to insure that documents obtained via EIV are not mishandled.

A User ID will be assigned to all LRHA employees responsible for verifying the eligibility of applicants and the continued eligibility of participants. The Executive Director and HCV Program Manager will be designated as "primary users" for EIV. The HCV Program Manager, Lead Admissions Counselor shall be in charge of the security of protected information obtained from the EIV System. The Executive Director or designee shall be responsible for updating User ID's of LRHA staff authorized to use the EIV system on a quarterly basis and monitoring system usage through auditing reports generated by EIV to insure the system is being properly used by all personnel that have access.

All users will be assigned to all LRHA employees responsible for verifying the eligibility of applicants and the continued eligibility of participants. The Executive Director and HCV Program Director will be designed as "primary users" for EIV. The HCV Program Director, Lead Admissions Counselor shall be in charge of the security for protected information obtained from EIV System. The Executive Director or designee shall be responsible for updating User ID's of the LRHA staff authorized to use the EIV system on quarterly basis and monitoring system usage through auditing reports generating by EIV to insure the system is being properly used by all personnel that have access.

All users will be required to sign user agreements to comply with all applicable regulations. Those agreements will be renewed each year at the end of the LRHA's fiscal year, December 31.

During initial intake and recertification, LRHA will notify all applicants, residents and participants that LRHA has the ability to verify their income information electronically and that it is imperative that they fully disclose all sources of income to LRHA on the Personal Declaration Form. Clients shall be informed that by signing the Personal Declaration Form they are stating that the information provided is accurate and complete and that failure to accurately report their information is cause for denial of assistance, lease termination or cancellation of assistance. If a participant family member fails or refuses to sign required declarations and consent forms or to provide required documents, they will be listed as an ineligible family member. If the entire family fails to provide and sign such declarations and consents or to produce required documents, the family will be denied or terminated.

All participants claiming to have zero income shall be recertified on a quarterly basis. As part of that recertification, LRHA staff will request EIV information to aid in the recertification process.

LRHA becomes aware of a discrepancy between reported annual income and apparent actual annual income (an "income discrepancy"), LRHA may request the appropriate verifications in order to investigate the income discrepancy. LRHA shall investigate any income discrepancies where the discrepancy involves an amount of $2,400 or more between reported annual income and apparent annual income. . If verification confirms an income discrepancy, LRHA may conduct an interim review, require repayment of any overpaid subsidy, and/or may terminate the family from the program. If initial investigation reveals that the sum of the income discrepancy would be too costly to pursue (less than $ 2,400.00 per year), the client will be notified of the income discrepancy and informed of the decision. Any action that needs to be completed to correct the income discrepancy and include the amount in the client's rent calculation will begin immediately.

Once LRHA receives information that indicates that there is an income discrepancy of $2,400.00 or more per year, staff will notify the client of the discrepancy in writing and establish a date and time for client to meet with staff and discuss the discrepancy. At the time of the meeting, clients will be provided with all the information the housing authority has available and given an opportunity to explain the discrepancy to LRHA staff. Clients will be required to sign all forms necessary for LRHA to begin third party verification of income to validate whether or not the discrepancy is unfounded or fraudulent in nature. LRHA reserves the right to request third-party information for a period of up to five (5) years prior to the date of the discovery.

Clients will have thirty (30) days from the date of the meeting to provide information that would resolve the discrepancy. If the resident/participant fails to provide information to effectively dispute the discrepancy within the timeframe allotted, LRHA will take appropriate actions as set forth in the program the client is receiving assistance under. In the case of discrepancies in Public Housing, the resident's lease will be terminated. In the case of discrepancies in the Housing Choice Voucher Program, the assistance will be terminated.

If clients present the information as requested and the discrepancy is determined to be unfounded and easily resolved, LRHA staff will document the reason for the discrepancy and place it in the client's file. The client will be provided a copy of the discrepancy resolution form, which will be signed by both LRHA staff and the client. The original document will be placed in the client's file.

If the discrepancy is determined to be founded or the result of fraud, LRHA will determine the sum of the amount owed and notify the client in writing. Clients will be given an opportunity to sign a repayment agreement in accordance with LRHA policies. The notice will advise the client(s) of his/her/their right to due process and the timeframes in which his/her/their appeal must be received. If the client does not respond to the correspondence in the required timeframe, the original decision of the housing authority will stand and termination of lease or assistance will be issued.

In all cases, clients will be afforded due process as permissible in the regulations that govern the program they are receiving housing assistance under Housing Choice Voucher Program.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third party verification forms will not be hand carried by the family under any circumstances.

The LRHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

Social Security Administration

Veterans Administration

Welfare Assistance

Unemployment Compensation Board

City or County Courts

The LRHA will send requests for third party written verifications to the source at all times regardless of whether the family provides a computerized printout.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the LRHA will compare the information to any documents provided by the Family. If provided by telephone, the LRHA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 1 week, the LRHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document.

The LRHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs

Computer print-outs from the employer

Signed letters (provided that the information is confirmed by phone)

Other documents noted in this Chapter as acceptable verification

LRHA will accept faxed documents.

LRHA will accept photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the LRHA will utilize the third party verification.

The LRHA will not delay the processing of an application beyond 30 days because a third party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement or affidavit made under penalty of perjury

RENTAL INTEGRITY MONITORING

II. INCOME DISCREPANCIES

B INVESTIGATION OF INCOME DISCREPANCIESAll household income regardless of source must be reported by the family to the LRHA. In cases where the EIV income is substantially different than the tenant-reported income, the LRHA shall:

- **Request written third-party verification from the income source in question in accordance wih 24 CFR 5.236(3) i.**

- **Review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the LRHA cannot readily anticipate income such as in the cases of seasonal employment, unstable working hours and suspected fraud.**

- **Analyze all data and attempt to resolve the income discrepancy.**

- **Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.**

III HANDLING OF DISCREPANCY REPORTS:

Management of the Authority will handle EIV Discrepancy Reports in the following manner:

A. **If the family disagrees with the Discrepancy Report issued by the EIV system, a meeting will be schedule by Management with resident to resolve dispute. All details of the Discrepancy Report will be documented and the LRHA will have 15 business dates to obtain third-party verification of the discrepancy and submit said verification to resident. All tenant-provided and submitted documenmtatin should be currenly dated (not more than 60 days previous to initial resolution meeting). Once the information is received from tenant (within the 15 days period), management will review and render a final decision within 10 business days.**

B. **If a situation arises, where facts indicate that the family has unreported or under-reported income, a repayment agreement will be executed between the the family and management, and a revision to the current and future rental payments will be made. If the family refuses to enter into a repayment agreement and/or refuses to pay the newly calculated rent, termination of assistance shall occur using the established policies of the Section 8 Housing Choice Voucher Program.**

C. REPAYMENT AGREEMENT POLICY

This policy describes the method that the LRHA will utilize for collection of monies and the guidelines for different types of debts. LRHA believes that it has a responsibility to meet the informational needs of owners and families and to effectively communicate program rules in order to avoid unnecessary debt collection.
When families or owners owe debts to LRHA, LRHA staff will make every effort to collect those debts via one of the following means, including but not limited to:
Requests for lump sum payments
Repayment agreements
Reduction in Housing Assistance Payment to owners
Collection agencies
Credit Bureaus
Civil suits

Abatement of future payments

1. **Rent Repayment agreement for Families:**

   a. **Rent payment agreements are designed to give residents/participants an opportunity to repay monies owed for failing to accurately report income.**

   b. **LRHA will require the family to make an initial payment of 25%of the balance due. Upon receipt of deposit, LRHA will enter into Rent Payment Agreement with the family. The family must provide the housing authority with the deposit within 30 days of the final decision. If the family fails to provide LRHA with the required down payment, the entire balance due will be due on the first day of the next month.**

   LRHA uses a sliding scale system to recover rent monies from residents.

Amount Owed	Length of Agreement
$1.00- $500.00	6 months
$501.00- $1000.00	6 months to 12 months
$1001.00- $5000.00	12 months to 18 months

2. **Late Payments**

   Payments are due on or before the first day of each month. If the due date is a holiday or weekend, the due date will be close of the next business day.
   If the payment is in arrears, LRHA will exercise one of the following options:

   a. **Require the family to pay the balance in full**

   b. **Terminate the lease or assistance**

   c. **Pursue civil collection of the balance due**

RENTAL INTEGRITY MONITORING

Tips on how to prepare and handle this process and trends identified during reviews!

Rental Integrity Monitoring reviews, or better known as RIM reviews, have made us aware of the many ways that errors may present themselves in program participant files. Due to the complexity of the rent determination process and the amount of documentation required, a file may contain errors that could have been caught or avoided through the quality control process as well as guidance provided to staff through training and resource documents. Attached is a summary of some the error types HUD staff has documented while performing reviews. There are probably more types, but these should cover the majority. This document will contain lists, guidance and modified versions of Appendices A and C of the actual Rental Integrity Monitoring tenant file review checklist. You may want to consider using these as an

internal resource tool to assist with the development of a quality control (QC) checklist to utilize while performing reviews and processing of participant files.

Things to consider prior to a RIMS review and on going

Do you have a strong and consistent QC system in place? How are you performing QC? Who performs QC and are there systems in place to track and measure the outcomes?

Staff processing efforts as well as quality control should ensure that the quality of participant files present a clear and easily auditable trail. Processes and procedures that make efforts simple to view and digest will only benefit your agency as we perform RIM reviews. Headquarters is currently working on a Verification Guidance notice that we hope will be published soon. In its draft form it offers suggestions on how to use all available resources to secure verification of tenant reported or unreported income in the rent verification and determination process. LRHA was placed upon the fact that "up-front" techniques are an acceptable and in some instances a preferred income verification method.

Staff training does not have to be in the form of a great expense to the agency, but once invested there should be internal learning and review systems in place. We strongly encourage regular staff meetings and the use of resources to guide and support staff efforts with the income verification and rent determination process. A strong QC system can also serve as a planning vehicle for focus points of staff meetings and review. If there is a noted reoccurring error, then this should be a clue as to one area to review with staff. Finally, is your staff familiar with your policies outlined in your ACOP and HCV Administrative Plan!

NOTE: When performing income determinations, do not hesitate to write directly on the verification! Some housing authorities attach a calculator tape to the verification.
REMEMBER, this would create a clear and easily auditable trail!

Potential File Errors

The following are various types of errors that can occur in a participant file. Some error types may occur more frequently than others; some may be reduced by modifications to your software programs. This list can be utilized when considering thinking points when conducting quality control reviews of the files.

1. Includes or excludes a person as a family member incorrectly
2. Does not verify birth date
3. Does not verify or require SSNs when appropriate
4. Records SSN and age incorrectly
5. Does not verify disability status
6. Does not require citizenship certification
7. Does not verify non-citizen status with the INS
8. Does not require adults to sign HUD-9886
9. Annual re-exam exceeds 1 yr from the prior exam date
10. Does not include all annual income that should be included or excluded

11. Does not verify income or assets with 3rd party
    (or explain why 3rd party could not be done)
12. Does not include and exclude the value of food stamps
13. Does not explain how annual income was calculated
14. Miscalculates sum of annual income
15. Does not base annual income on correct number of periods
16. Does not include all dependents
17. Counts someone as a dependent who should not be
18. Miscalculates dependent allowance
19. Does not provide elderly/disabled allowance when should
20. Provides elderly/disabled allowance when should not
21. Provides medical allowance to non-elderly/disabled family
22. Includes ineligible items as medical expenses
23. Does not include eligible items as medical expenses
24. Miscalculates sum of medical expenses
25. Does not provide medical for elderly/disabled
26. Does not verify medical expenses with 3rd party
27. Does not provide disability assistance for eligible family
28. Miscalculates amount of disability assistance
29. Does not verify disability assistance
30. Assistance does not allow family member to work or go to school
31. Miscalculates 3% threshold
32. Medical/disability not applied to 3% threshold
33. Provides child care deductions for children 13 or over
34. Does not provide child care deduction for children under 13
35. Miscalculates child care amount
36. Child care does not allow family member to work
37. Child care expenses not greater than income of family member
38. Child care expenses not verified by 3rd party
39. Sum of deductions miscalculated
40. Monthly and adjusted income miscalculated
41. Utility allowance (UA) not based on schedule in effect at examination
42. Utility combinations on schedule not consistent with RTA, Lease, HAP Contract
43. UA does not agree with bedroom size of unit
44. UA does not agree with structure type on UA schedule
45. Miscalculates sum of UA
46. TTP miscalculated (not lower of methods)
47. Rent to owner (contract rent) not in agreement with HAP contract
48. Gross rent not rent to owner plus UA
49. Payment standard (PS) not based on lower of voucher size or unit size
50. PS not based on schedule in effect at examination
51. HAP not based on lower of PS or GR
52. HAP not lower of PS or GR minus TTP
53. Tenant rent not computed a rent to owner minus HAP
54. URP computed in error
55. Family share > 40% AMI for new contracts

56. UPR/HAP not in agreement with amounts on HAP/Check Register
57. Data on 50058 not in agreement with data in file and does not agree with MTCS
58. 50058 in MTCS not current

Acceptable Methods of Verification

Under the RIM Initiative although there is an emphasis on the use of enterprise income verification (EIV) techniques, there still remains the fundamental requirements outlined in 24 CFR Parts 5, 960 and 982. The definition in the draft guidance defines third party verification as the independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by the LRHA and returned directly to the LRHA from the independent source.

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Verification should not only include written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. Verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Housing Authority of Henderson or automatically by another government agency, e.g., the Social Security Administration (TASS). Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

D RELEASE OF INFORMATION [24 CFR 5.230]

The collection maintenance, use and dissemination of Social Security Numbers ("SSNs"), Employer Identification Numbers (EINs), and any information derived from SSNs and EINs, and income information shall be done, to extent applicable, in compliance with the Privacy Act (5 U.S.C. 552a) and all other provisions of Federal State, and local law. All applicants shall be provided with a Privacy Act notice at the time of application and at each income recertification.

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the LRHA or HUD.

E. COMPUTER MATCHING

Where allowed by HUD and /or other State or Local Agencies, computer matching will be done.

The LRHA will utilizes the HUD established computer-based tenant Eligibility Verification System (TEVS) tool for obtaining social security benefits, Supplemental Security Income, Benefit History and tenant income discrepancy reports from the Social Security Administration.

When computer matching results in a discrepancy with information in the LRHA records, the LRHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, the LRHA will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

When the family furnishes the LRHA with a letter from HUD concerning the amount or verification of income, the LRHA will verify the accuracy of income information contained in the notice and will, as appropriate

Change the amount of total payment, family rent to owner and housing assistance payment or, terminate assistance.

F. ITEMS TO BE VERIFIED [24 CFR 982.516]

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child-care expense where it allows an **adult** family member to be employed or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an ***adult*** family member to be employed.

Disability for determination of preferences, allowances or deductions.

Legal Identity.

U.S. citizenship/eligible immigrant status

Social security numbers for all family members over 6 years of age or older who have been issued a social security number.

"Preference" status

Family Composition

Verification of Reduction in Benefits for Noncompliance:

The LRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The LRHA maintains a procedure manual which contains acceptable verification methods.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS
[24 CFR 982.301, 982.302]

INTRODUCTION

The LRHA goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the LRHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, LRHA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, the LRHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the LRHA stays as close as possible to 100 percent lease-up. They performs a monthly calculation **electronically /manually** to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent the LRHA can over-issue (issue more vouchers than the budget allows to achieve lease up).

The LRHA may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers which are over-issued must be honored. If the LRHA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in **groups/individual meetings, as necessary.** Families who attend group briefings and still have the need for individual assistance will be **briefed individually.**

Briefings will be conducted in English. Families requiring an interpreter will be briefed individually and may bring an interpreter with them or request the LRHA to provide an interpreter.

The purpose of the briefing is to explain how the program works and the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The LRHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to

attend 2 scheduled briefings, without prior notification and approval of the LRHA, may be denied admission based on failure to supply information needed for certification. The LRHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation. If the family requires an interpreter and does not have access the LRHA will provide an interpreter by appointment.

Briefing Packet [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements.

The family is provided with the following information and materials

The term of the voucher, and the LRHA policy for requesting extensions or suspensions of the voucher (referred to as tolling).

A description of the method used to calculate the housing assistance payment for a family, including how the LRHA determines the payment standard for a family; how the LRHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How the LRHA determines the maximum allowable rent for an assisted unit including **the rent reasonableness standard.**

Where the family may lease a unit, for a family that qualifies to lease a unit outside the LRHA jurisdiction under portability procedures, the information will include an explanation of how portability works.

The HUD required tenancy addendum, which must be included in the lease.

The request for Tenancy Approval/Inspection Request Form**,** and a description of the procedure for requesting approval for a tenancy.

A statement of the LRHA policy on providing information about families to prospective owners.

The LRHA Subsidy Standards including when and how exceptions are made **and how the voucher size relates to the unit size selected.**

The HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.

The HUD pamphlet on lead-based paint entitled *Protect Your Family From Lead in Your Home* **and information about where blood level testing is available.**

Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. **The LRHA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines** and the phone numbers of the local fair housing agency and the HUD enforcement office.

A list of landlords or other parties willing to lease to assisted families or help in the search **and/or known units available for the voucher issued.** The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

If the family includes a person with disabilities, notice that the LRHA will provide **assistance in locating accessible units and** a list of available accessible units known to the LRHA.

The family obligations under the program **including any obligations of a family participating in the welfare to work voucher program**.

The grounds on which the LRHA may terminate assistance for a participant family because of family action or failure to act.
LRHA informal hearing procedures including when the LRHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability.
A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
Information regarding the LRHA's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.
A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration.
LRHA's sample lease for owners who do not use a lease for their unassisted tenants.
An Owner's Handbook, an HQS checklist and sample contract.
Procedures for notifying the LRHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.
The family's rights as a tenant and a program participant.
Requirements for reporting changes between annual recertification's.
Information on security deposits and legal referral services.
A map showing where a utility allowance for tenant-paid air conditioning would be provided.
Exercising choice in residency.
Choosing a unit carefully and only after due consideration.
The Family Self Sufficiency program and its advantages.

If the family includes a person with disabilities, the LRHA will ensure compliance with CFR 8.6 to ensure effective communication.

Move Briefing

A move briefing will be held for participants who will be reissued a voucher to move, and who have been recertified within the last 120 days**, and have given notice of intent to vacate to their landlord. This briefing includes incoming and outgoing portable families.**

Owner Briefing

Briefings are held for owners at least annually. Notice of the briefing will be placed in the newspaper and posted in the LRHA offices and various sites within the community. **Current owners are notified by mail. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program. The briefing describes the Section 8 Program, the Guidelines and responsibilities and roles of the three parties.**

Signature Briefing

All new owners will be required to attend a signature briefing with the family head at the office or at the rental unit to execute contracts and leases. Other owners will be encouraged to attend signature briefings to reduce future conflict between the owner

and tenant. The LRHA will provide details on the program rules and relationships and responsibilities of all parties.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the LRHA will provide assistance to families who wish to do so.

The LRHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas.

The LRHA has maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

The LRHA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

- **Providing families with a search record form to gather and record info.**
- **Direct contact with landlords.**
- **Counseling with the family.**
- **Providing information about services in various non-impacted areas.**
- **Meeting with neighborhood groups to promote understanding.**
- **Formal or informal discussions with landlord groups**
- **Formal or informal discussions with social service agencies**
- **Meeting with rental referral companies or agencies**
- **Meeting with fair housing groups or agencies**

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

The LRHA will give all participants a copy of HUD Form 903 to file a complaint.

E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

The owner is not required to but may collect a security deposit from the tenant.
Security deposits charged to families will be the responsibility of the family. The amount the owner receives must be reported to the LRHA for informational purposes only.

F. TERM OF VOUCHER [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a voucher which represents a contractual agreement between the LRHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

Expirations

The voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the sixty-day period unless an extension has been granted by the LRHA.
If the voucher has expired, and has not been extended by the LRHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or

hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Approval of Tenancy is received, the LRHA **will** deduct the number of days required to process the request from the remaining term of the voucher.

Extensions

The LRHA will extend the term up to 120 days from the beginning of the initial term if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. If the family needs an extension in excess of 120 days, the LRHA will extend the voucher term for the amount of time reasonably required for said reasonable accommodation.

A family may request a written request for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.

Extensions are permissible at the discretion of the LRHA in one or more extensions up to a maximum of an additional 60 days primarily for these reasons:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.

The LRHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the LRHA, throughout the initial sixty-day period. A completed search record is not required.

The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement. The Search Record is not **part of the required verification.**

Assistance to Voucher Holders

Families who require additional assistance during their search may call the LRHA Office to request assistance. Voucher holders will be notified at their briefing session that the LRHA periodically updates the listing of available units and how the updated list may be obtained. The LRHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the Section 8 Manager shall consider the following factors to determine which of the families will continue to be assisted:

Which of the two new family units have custody of dependent children.

Which family member was the head of household when the voucher was initially issued (listed on the initial application).

The composition of the new family units, and which unit contains elderly or disabled members.

Whether domestic violence was involved in the breakup.

Which family members remain in the unit.

Recommendations of social service professionals.
Documentation of these factors will be the responsibility of the requesting parties.
If documentation is not provided, the LRHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER [24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the LRHA to be living in the unit.
A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.
In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor, or
The LRHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher family unit size.

Chapter 9

REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION
[24 CFR 982.302]
INTRODUCTION

[24 CFR 982.305(a)]

The LRHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The LRHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the LRHA or outside of the LRHA jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the LRHA. This chapter defines the types of eligible housing, the LRHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Approval of Tenancy (RFAT).

A. REQUEST FOR APPROVAL OF TENANCY [24 CFR 982.302, 982.305(b)]

The Request for Approval of Tenancy (RFAT) and a copy of the proposed lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Approval of Tenancy in the form and manner required by the LRHA

The Request for Approval of Tenancy must be signed by both the owner and voucher holder.

The LRHA will not **permit the family to submit more than one RFAT at a time.**

The LRHA will review the proposed lease and the Request for Tenancy Approval documents to determine whether or not they are approvable. The request will be approved if:

The unit is an eligible type of housing

The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)

The rent is reasonable

The proposed lease complies with HUD and LRHA requirements and has been executed by the landlord and tenant, including the HUD prescribed tenancy addendum."

The owner is eligible to participate.

The family share of the gross rent would not exceed 40% of their monthly adjusted income.

Disapproval of RFAT

If the LRHA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. The LRHA will instruct the owner and family of the steps that are necessary to approve the request.

When, for any reason, an RFAT is not approved, the LRHA will furnish another RFAT form to the family along with the notice of disapproval stating the remaining length of time the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353]

The LRHA will approve any of the following types of housing in the voucher program:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Manufactured homes where the tenant owns the mobile home and leases the pad

Group homes

Congregate facilities (only the shelter rent is assisted)

Single room occupancy

Independent Group Residences.

Units owned (but not subsidized) by the LRHA (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The LRHA may not permit a voucher holder to lease a unit which is receiving project-based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW [24 CFR 982.308]

The LRHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. The tenant also must have legal capacity to enter a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Tenancy Approval.

The family and owner must submit a standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

The names of the owner and tenant, and all family members to reside in the unit.

The address of the unit rented (including apartment number, if any), and

The amount of the monthly rent to owner, and

The utilities and appliances to be supplied by the owner, and

The utilities and appliances to be supplied by the family.

The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

The owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy.

The lease must also provide that owner may evict family when the owner determines that:

Any household member is illegally using a drug; or

A pattern of illegal use of drug by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The lease must provide that the following types of criminal activity by a "covered person" are grounds to terminate tenancy:

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

Any violent criminal activity on or near the premises by a tenant, household member, or guest; or

Any violent criminal activity on the premises by any other person under the tenant's control.

The lease must provide that the owner may terminate tenancy if a tenant is:

Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees (high misdemeanor in NJ); or

Violating a condition of probation or parole imposed under Federal or State law.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the LRHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the LRHA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the LRHA. If agreements are entered into at a later date, they must be approved by the LRHA and attached to the lease.

The LRHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

E. INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]

See "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

F. RENT LIMITATIONS [24 CFR 982.507]

The LRHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the LRHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide the LRHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the LRHA.

G. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

In any of the programs, if the proposed gross rent is not reasonable, at the family's request, the LRHA will negotiate with the owner to reduce the rent to a reasonable rent. If the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the LRHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

> At the family's request, the LRHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, the LRHA will continue processing the Request for Tenancy Approval and lease. If the revised rent involves a change in the provision of utilities, a new Request for Tenancy Approval must be submitted by the owner.

If the owner does not agree on the rent to owner after the LRHA has tried and failed to negotiate a revised rent, the LRHA will inform the family and owner that the lease is disapproved.

H. INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, the LRHA will furnish prospective owners with the family's current address as shown in the LRHA's records and, if known to the LRHA, the name and address of the landlord at the family's current and prior address.

The LRHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The LRHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the LRHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The LRHA will not **provide documented information regarding tenancy history.**

I. OWNER DISAPPROVAL [24 CFR 982.306]

See chapter on “Owner Disapproval and Restriction.”

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated.

K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

The LRHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and the LRHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. The LRHA will retain a copy of all signed documents.

The LRHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The Section 8 Director or designee is authorized to execute a contract on behalf of the LRHA.

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an employer identification number or social security number **and a copy of their driver's license or other photo identification.**

Owners must also submit proof of ownership of the property, such as a grant deed or tax bill, and a copy of the management agreement if the property is managed by a management agent.

The owner must provide a home telephone number and business number if applicable.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, aunt, uncle, niece, nephew, grandparent, grandchild, cousin, sister or brother of any family member. The LRHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

L. CHANGE IN OWNERSHIP

See "Owner Disapproval and Restriction" chapter.

Chapter 10
HOUSING QUALITY STANDARDS AND INSPECTIONS
[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The LRHA will inspect each unit under contract at least annually. The LRHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the LRHA's required standards and to assure consistency in the LRHA's program. This chapter describes the LRHA's procedures for performing HQS and other types of inspections, and LRHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and LRHA requirements. (See additions to HQS).

A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

The LRHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

All units must meet the minimum standards set forth in the City of Little Rock's Building/Housing Code. In cases of inconsistency between the Code and the HUD required HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The LRHA will not promote any additional acceptability criteria, which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the [inspection**]. If the utilities are not in service at the time of inspection, the inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFAT) to have the utilities turned on.** The inspector will schedule a re-inspection.

Any room used for sleeping must have at least one window; burglar bars should have quick release lock or key, should be operable from the inside. Carpet, linoleum, hardwood, tile and other flooring shall be replaced if needed after a tenant has rented the unit for a minimum of 5 years. The owner shall be responsible to replace the flooring or restoring the flooring surface. If walls inside the unit need painting, after a tenant has lived at the unit a minimum of 4 years, the unit shall be the owner's responsibility to do so provided there is no gross negligence on the tenant's part. The inspector shall make a judgment call.

The stove and refrigerator must be in the unit before an inspection will be conducted.

There are five types of inspections the LHRA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Approval of Tenancy.
2. Annual: Must be conducted within twelve months of the last annual inspection.
3. Move-Out/Vacate: When requested by the owner to confirm the family has complied with their obligations.

4. Special/Complaint: At request of owner, family or an agency or third-party.
5. Quality Control.

B. INITIAL HQS INSPECTION [24 CFR 982.401(a), 982.305(b)(2)]

Timely Initial HQS Inspection

The LRHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 5-15 days after the family and the owner have submitted a request for approval of tenancy.
The same 15 day clock will be suspended during any period when the unit is not available for inspection.
The LRHA will include "date unit available for inspection" on the RFAT form. This date will determine whether the LRHA will be required to meet the same 15 day requirement or whether the LRHA will suspend the same 15 day period because the unit is not available for inspection until after the same 15 day period.
For file audit purposes, the LRHA will note in each tenant file, the date on which the unit first became available for inspection according to information obtained from the RFAT.
The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.
Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the **family and** owner will be advised to notify the LRHA once repairs are completed.
After 3 unsuccessful attempts to inspect the unit at reasonable times with reasonable notice, assistance will be denied or the family will be issued a new RFAT if the lack of corporation is no fault of the family.
On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the inspector's discretion, depending on the amount and complexity of work to be done.
The owner will be allowed up to 2 re-inspections for repair work to be completed.
If repairs are not completed within this 30 day period, the RFAT will be denied and a new RFAT will be issued to the family.
If the time period given by the inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)] t

The LRHA conducts an inspection in accordance with Housing Quality Standards at least annually, within 60 days prior to the last annual inspection, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.
HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.
The family must allow the LRHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]
Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m.
The LRHA will notify the family in writing or by phone at least 3 days prior to the inspection.
Inspection: The family **and owner are** notified of the date and time of the inspection appointment by mail **or phone**. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 30 days.
If the family does not contact the LRHA to reschedule the inspection, or if the family misses 2 inspection appointments, the LRHA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in this Plan.
Re-inspection:
The family and owner are provided a notice of the inspection appointment by mail. If the family is not at home for the re-inspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.
The family is also notified that it is a Family Obligation to allow the LRHA to inspect the unit. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.
Time Standards for Repairs
Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. (See Emergency Repair Items section.)
For non-emergency items, repairs must be made within 30 days.
For major repairs, the Program Director may approve an extension beyond 30 days.
Rent Increases
Rent to owner increases may not be approved if the unit is in a failed condition.

D. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies the LRHA that the unit does not meet Housing Quality Standards, the LRHA will conduct an inspection.
The LRHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.
The LRHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.
If the annual inspection date is within 90 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

Quality Control inspections will be performed by the Section 8 Manager or designee for no less that 5% which is the same percentage as other supervisory reviews. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete

inspections, and to ensure that there is consistency among inspectors in application of the HQS.
The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors and both units that pass and fail inspection.

F. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

[24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the LRHA, the assistance payment to the owner will be **abated**.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for 30 days, depending on the nature of the repair(s) needed.
The LRHA will inspect abated units within 5 days of the owner's notification that the work has been completed.
If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.
No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS.
The notice of abatement states that the tenant is not responsible for the LRHA's portion of rent that is abated.

Reduction of Payments

The LRHA will grant an extension **in lieu of abatement in the following cases:**

The owner has a good history of HQS compliance.
The failed items are minor in nature.
There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
The owner makes a good faith effort to make the repairs.
The repairs are extensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
The repairs must be delayed due to climate conditions.

The extension **will be made for a period of time not to exceed 30 days. At the end of that time,** at the LRHA's discretion, **if the work is not completed, the LRHA will begin the** abatement**.**

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior o the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.
If repairs are completed before the effective termination date, the termination **may** be rescinded by the LRHA if the tenant chooses to remain in the unit**. Only one** Housing Quality Standards inspections will be conducted after the termination notice is issued.

G. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

"Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The LRHA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within 10 days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

H. CONSEQUENCES IF FAMILY IS RESPONSIBLE (EMERGENCY OR NON EMERGENCY REPAIRS [24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the LRHA will require the family make any repair(s) or corrections within 24 hours for emergency and 30 days for non-emergency violations.

The owner or tenant shall be given written notification

(A) **24 hours notice** to terminate if gas, electricity or water is not restored when cited before 12 p.m. (B) **48 hours notice** to terminate if gas, electricity or water is not restored when cited after 1:00 p.m. (C) **Emergency notice:** Life threatening, Health, Safety and Sanitary issues shall be corrected either 24 or 48 hours based on the repair.

If the repair(s) or correction(s) are not made in this time period, the LRHA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by the Section 8 Program Director. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]

INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date". These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculation methods for the Housing Choice Voucher Program are described at 24 CFR 982.505. The rent calculation formula is specific and is not subject to interpretation.

The LRHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the LRHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains the LRHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited only by rent reasonableness. The LRHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent unless directed by HUD.

B. MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

The HAP contract will be executed a day after the unit passes inspection; the LRHA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made **automatically** to the HAP Register for the following month. Checks are disbursed by the Finance Dept. to the owner each month.

Checks are disbursed by Electronic Funds Transfers from the LRHA bank account to the landlord savings or checking account. Checks **may not** be picked up by owner at the LRHA.

Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus the LRHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the LRHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the LRHA" chapter of this Administrative Plan.

Late Payments to Owners

It is a local business practice in LRHA's jurisdiction for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, not withstanding any grace period which is typically 5 days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the LRHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The LRHA will pay a late fee to the owner for housing assistance payments that are not mailed to **the owner by the fifth day of the month, if requested by the owner.**

Proof of "Mailed to" date will be the:

Date the HAP Register was run

Proof of "Received by Owner" will be:

5 calendar days after date of mailing by LHRA

To assist the LRHA in its outreach efforts to owners, and to provide better customer service, the LRHA will offer to make automatic monthly HAP deposits into the bank account of the owner. If the owner agree to such an arrangement with the LRHA, the date the bank shows as the deposit date, will be the official date of record and will be the determining factor in cases involving late payment penalties.

The LRHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the LRHA's control, such as a delay in the receipt of program funds from HUD. The LRHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

The LHRA will not use any program funds for the payment of late fee penalties to the owner unless directed by HUD.

C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]

The LRHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The LRHA will not approve a lease until the LRHA determines that the initial rent to owner is a reasonable rent. The LRHA must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The LRHA must re-determine rent reasonableness if directed by HUD and based on a need identified by the LRHA's auditing system. The LRHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the LRHA owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the LRHA information on rents charged by the owner for other units in the premises or elsewhere. **The LRHA will only request information on the owner's units elsewhere if the LRHA has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.**

The data for other unassisted units will be gathered from **newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources**.

The market areas for rent reasonableness are **zip codes, subdivisions and neighborhoods** within the LRHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

Building Type

Unit Size (number of Bedrooms)

Number of Bathrooms

Square Footage

Utility Structure

Amenities (dishwasher, air conditioning, laundry, fireplace, built-in microwave etc.)

Housing Services

Age of unit

Rent Reasonableness Methodology

The LRHA utilizes a rent reasonableness system which includes and defines the HUD factors listed above. The system has a total point count which is collect each data point and determines which are statistically significant.

The LRHA uses an "appraisal" method and tests the subject unit against selected units in the same zip code area with similar characteristics. Adjustments are made for favorable and unfavorable differences between the subject unit and the comparables.

The LRHA maintains **a survey form** which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data significant features include the number of bedrooms, building type, square footage, building age, median income, and several amenities. The outliners are eliminated and the values are assigned to each feature to

determine appropriate adjustments. The data is updated on an ongoing basis and purged when it is more than 60months old

EZ-Reasonable Rent Determination®
A Web Based Service of the Nelrod Company

PROPERTY INFORMATION

DWELLING TYPE: (Check one)

___Single Family	_____ Duplex
___Town House	_____ Row House
___Mobile Home	_____ Garden Walk up/ Apt/ Multi
___High-rise	

CONSTRUCTION TYPE: _____Brick _____Frame _____Siding _____Other
EXTERIOR CONDITION: ___Excellent _____Good _____ Fair_____ Poor
SIZE: _____ Bedrooms _____Bathrooms _____Year Built _____SQ Ft

UTILITIES OWNER FURNISHED: (check all that apply)_____Gas_____ Electric _____Water
TENANT FURNISHED: _____Gas_____ Electric _____Water
MEETS HQS: _____Yes _____No

AMENITIES

PLEASE CHECK THE AMENITIES THAT ARE PROVIDED IN THE HOUSE

____ Dishwasher	_____ Refrigerator
____ Ceiling Fans	_____ Range/Micro
____ Central Air Unit is	_____ Cable Ready
____ Garbage Disposal	_____ Security System
____ Covered / Off Street	_____ Modern Appliances
____ Window Air	_____ Energy Efficient Cert Unit
____ Washer / Dryer	_____ Hookups Handicap Accessible
____ Laundry Facilities	_____ Handicap Accessible
____ Working Fireplace	_____ Other_____
_____ Carpeting	_____

Are any of the following utilities included in the rent?

_____ Heating
_____ Cooking
_____ Other Electric
_____ Air Conditioning
_____ Water Heating
_____ Water
_____ Sewer
_____ Trash Collection

Maintenance:

___ Owner provides onsite maintenance
___ Owner Provides offsite maintenance

Quality Rating: (Please rate the quality of the unit. Check only one.)
A. ____High-Newly constructed or completely renovated within the past 12 months
B. ____Medium-Well Maintained and/or partially renovated within the past 12 months
C. ____Low-Adequate, but some repairs may be needed soon

If you would like to change the current utility arrangement, please indicate here:

_____ (Please attaché the changes.) If the utility arrangement changes, a new lease and contract must be prepared for the owner's and family's signature.
CERTIFICATION: I hereby certify that the foregoing information is correct and no changes will be made without written notice to the family and the Little Rock Housing Authority. I also understand that the rent can't be increase unless it has been approved by the Little Rock Housing Authority.

Signed: _____Print Name: _____ Date: _____
For Official Use Only (Do not write below this point.)
APPROVED INCREASE AMOUNT: _____Effective Date:_____
Current Contract Rent: _____ Voucher Size: _____ No. of Bdrms:_____
Anniversary Date: _____ Date Requested:_____ Date Received: _____

Official Signature: _____ Date: _____

D. PAYMENT STANDARDS

FOR THE VOUCHER PROGRAM [24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the LRHA's discretion, the Voucher Payment Standard amount is set by the LRHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The LRHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the LRHA will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

The LRHA will establish a single voucher payment standard amount for each FMR area in the LRHA jurisdiction. For each FMR area, the LRHA will establish payment standard amounts for each "unit size". The LRHA may have a higher payment standard within the LRHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

The LRHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The LRHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. The LRHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families' Rent Burdens

The LRHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

If it is determined that particular unit sizes in the LRHA's jurisdiction have payment standard amounts that are creating rent burdens for families, the LRHA will modify its payment standards for those particular unit sizes.

The LRHA will increase its payment standard within the basic range for those particular unit sizes to help reduce the percentage of annual income that participant families in the LRHA's jurisdiction are paying.

The LRHA will establish a separate voucher payment standard, within the basic range, for designated parts its jurisdiction if it determines that a higher payment standard is needed in these designated areas to provide families with quality housing choices and to give families an opportunity to move outside areas of high poverty and low income.

Quality of Units Selected

The LRHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

LRHA Decision Point

The LRHA will review the average percent of income of families on the program. If more than – 25% of families are paying more than 30% of monthly adjusted income, the LRHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the LRHA in the Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the LRHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, the LRHA will continue increasing the payment standard.

Rent to Owner Increases

The LRHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

Time to Locate Housing

The LRHA may consider the average time period for families to lease up under the Voucher program. If more than 25% of Voucher holders are unable to locate suitable housing within the term of the voucher and the LRHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, the LRHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the LRHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the LRHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. EXCEPTION PAYMENT STANDARDS

If the dwelling unit is located in an exception area, the LRHA must use the appropriate payment standard amount established by HUD for the exception area in accordance with regulation at 24 CFR 982.503(c).

The owner is required to notify the LRHA, in writing, at least sixty days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements.

Chapter 12

RECERTIFICATIONS

[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, the LRHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Re-certification's and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. This Chapter defines the LRHA's policy for conducting annual re-certifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

There are three activities the LRHA must conduct on an annual basis. **These activities will be coordinated whenever possible:**

Recertification of income and family composition

HQS inspection

Rent to owner adjustments if required or requested.

The LRHA produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality and factors related to total tenant payment/family share can be made.

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B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982. 516]

Families are required to be recertified at least annually.

Moves between Reexaminations

When families move to another dwelling unit income limits are not used as a test for continued eligibility.

Income limits are not used as a test for continued eligibility at recertification.

Reexamination Notice to the Family

The LRHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview between **90 and 120** days in advance of the

anniversary date. If requested as an accommodation by a person with a disability, the LRHA will provide the notice in an accessible format. The LRHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The LRHA's procedure for conducting annual re-certifications will be:

> **Schedule the date and time of appointments and mail a notification to the family and owner.**

Completion of Annual Recertification

The LRHA will have all re-certifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

Persons with Disabilities

Persons with disabilities who are unable to come to the LRHA's:

Office will be granted an accommodation by conducting the interview **at the person's home,** upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information [24 CFR 982.516(f)]

The LRHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The LRHA representative will interview the family and enter the information provided by the family on the recertification form, review the information with the family and have them sign the form.

Requirements to Attend

> **The head of household only will be required to attend the recertification interview.**
>
> If the head of household is unable to attend the interview the appointment will be rescheduled.

Failure to Respond to Notification to Recertify

The written notification states which family members are required to attend the interview. The family may call to request another appointment date up to 10 days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the LRHA, the LRHA **will** reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the LRHA will send the family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the Program Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, the LRHA will include instructions for the family to bring documentation of any deductions, allowances, assets and family composition.

Verification of Information

The LRHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than **90** days old.

Tenant Rent Increases

If tenant rent increases, a thirty day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the LRHA.

C. REPORTING INTERIM CHANGES [24 CFR 982.516]

Program participants must report all changes in household composition to the LRHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain LRHA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The LRHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Interim Reexamination Policy

The LRHA **will** conduct interim reexaminations when families have an increase in income.

Families will be required to report all increases in income/assets /within 10 days of the increase.

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The LRHA will must calculate the change if a decrease in income is reported.

LRHA Errors

If the LRHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

D. OTHER INTERIM REPORTING ISSUES

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with **zero** income every 90 days

Any changes reported by participants other than those listed in this section **will be noted in the file by the staff person but** will not be processed between regularly-scheduled annual re-certifications.

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

The LRHA will not reduce the family share of rent for families whose welfare assistance is reduced by the welfare agency specifically because of fraud in connection with welfare program or noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, the LRHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits, or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or

A situation where a family member has not complied with other welfare agency requirements.

Definition of Covered Family

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income"

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

The amount of imputed welfare income is determined by the LRHA, based on written information supplied to the LRHA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency).

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Section 8 manager will review the calculation for accuracy. If the imputed welfare income amount is correct, the LRHA will provide a written notice to the family that includes:

A brief explanation of how the amount of imputed welfare income was determined;

A statement that the family may request an informal hearing if they do not agree with the LRHA determination.

Verification before Denying a Request to Reduce Rent

The LRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The LRHA will rely on the welfare agency's written notice to the LRHA regarding welfare sanctions.

Cooperation Agreements [24 CFR 5.613]

The LRHA has taken a proactive approach to culminating an effective working relationship between the LRHA and the local welfare agency for the purpose of targeting economics self-sufficiency programs throughout the community that are available to Section 8 tenant based assistance families.

F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS [HUD Notice PIH 98-6]

The HUD Form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures **are not** required for interim adjustments. Annual re-certifications require signatures for continued assistance. If the family disagrees with the rent adjustment, they may request an informal hearing.

G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) [24 CFR 982.516(c)]

Standard for Timely Reporting of Changes

The LRHA requires that families report interim changes to the LRHA within 30 days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 60 days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The LRHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

The change will not be made until the third party verification is received.

Procedures when the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

> Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to **sign a Repayment Agreement or make a lump sum payment.**
>
> Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

Procedures when the Change is Not Processed by the LRHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the LRHA in a timely manner. In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the LRHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

H. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]

Under the Non-citizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Non-citizens Rule was implemented on or after November 29, 1996, and mixed families may receive prorated assistance only.

I. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the LRHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY
[24 CFR 982.314, 982.353, 982.355(a)]
INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the LRHA's jurisdiction, or to a unit outside of the LRHA's jurisdiction under portability procedures. The regulations also allow the LRHA the discretion to develop policies which define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, the LRHA's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

The assisted lease for the old unit has terminated because the LRHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).The family has given proper notice of lease termination and if the family has a right to terminate the lease on notice to owner.

B. RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552(a)]

Families will not be permitted to move within the LRHA's jurisdiction during the initial year of assisted occupancy.

Families will be permitted to move outside the LRHA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period. The LRHA will deny permission to move if there is insufficient funding for continued assistance.

The LRHA may deny permission to move if:

The family has violated a family obligation.

The family owes the LRHA money.

The Section 8 Manager may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES [24 CFR 982.314]

Issuance of Voucher

Subject to the restrictions on moves, the LRHA will issue the family a voucher to move as soon as the family requests the move

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the LRHA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the LRHA's simultaneously.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into the LRHA's jurisdiction within the United States and its territories.

E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the LRHA's jurisdiction, anywhere in the United States, in the jurisdiction of a LRHA with a tenant-based program. When a family requests to move outside of the LRHA's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one LRHA in the area in which the family has selected a unit, the LRHA will choose the receiving LRHA

Restrictions on Portability

Applicants

If neither the head nor spouse had a domicile (legal residence) in the LRHA's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless the LRHA approves such move. [NOTE: legal domicile is defined by local government.]

For a portable family that was not already receiving assistance in the LRHA's based program, the LRHA must determine whether the family is eligible for admission under the receiving LRHA's program.

Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances.

The receiving and initial LRHA agrees to allow the move.

The family's move relates to an opportunity for education, job training or employment

The LRHA will not permit families to exercise portability:

If the family is in violation of a family obligation.

If the family owes money to the LRHA.

If the family has moved out of its assisted unit in violation of the lease.

Receiving LRHA's will be required to submit hearing determinations to the LRHA within 30 days.

F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

The LRHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portable" voucher by the LRHA. The term of the voucher will not expire before the expiration date of any initial LRHA voucher. The family must submit a request for approval of tenancy for an eligible unit to the LRHA during the term of the receiving LRHA voucher. The LRHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in the LRHA's jurisdiction, they must contact the initial LRHA to request an extension.

Incoming portable families whose vouchers are being administered can be absorbed when the LRHA's is under leased even if there are eligible applicants on the Waiting List, unless additional funding is not available.

When the LRHA does not absorb the incoming voucher, it will administer the initial PHA's voucher and the LRHA's policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

The LRHA does not re-determine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The LRHA will issue a "portability voucher" according to its own Subsidy Standards. If the family has a change in family composition which would change the voucher size, the LRHA will change to the proper size based on its own Subsidy Standards.

Income and Total Tenant Payment of Incoming Portables [982.353(d)]

As receiving PHA, the LRHA will conduct a recertification interview but only to verify the information provided if the documents are missing or are over 60 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the LRHA conducts a recertification of the family it will not cause a delay in the issuance of a voucher.

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the LRHA's jurisdiction, the LRHA will not refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Approval of Tenancy

A briefing will be mandatory for all portability families.

When the family submits a Request for Tenancy Approval, it will be processed using the LRHA's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified within 30 days by the LRHA

If the family leases up successfully, the LRHA will notify the initial PHA within 30 days, and the billing process will commence.

The LRHA will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the voucher.

If the LRHA denies assistance to the family, the LRHA will notify the initial PHA within 10 days and the family will be offered a review or hearing.

The LRHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside the LRHA's jurisdiction under continued portability.

Regular Program Functions

The LRHA will perform all program functions applicable the tenant-based assistance program, such as:

- **Annual reexaminations of family income and composition;**
- **Annual inspection of the unit; and**
- **Interim examinations when requested or deemed necessary by the LRHA**

Terminations

The LRHA will notify the initial PHA in writing of any termination of assistance within 30 days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by the LRHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

Required Documents

As receiving PHA, the LRHA will require the documents listed on the HUD Portability Billing Form from the initial PHA.

Billing Procedures

As receiving PHA, the LRHA will bill the initial PHA monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees will be monthly unless requested otherwise by the initial PHA.

The LRHA will bill 100% of the housing assistance payment, 100% of applicable hard to house fees and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher leased as of the first day of the month.

The LRHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify the LRHA of changes in the administrative fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

[24 CFR 982.311, 982.314]

INTRODUCTION

The Housing Assistance Payments (HAP) contract is the contract between the owner and the LRHA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the LRHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the LRHA may be terminated by the LRHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the LRHA to the owner after the month in which the contract is terminated. The owner must reimburse the LRHA for any subsidies paid by the LRHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease; unless it is related to domestic violation.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS [24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

> Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of Federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.

Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.
The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.
The LRHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the LRHA's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the LRHA will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The LRHA will continue housing assistance payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the LRHA with the documentation, including notice of the lock-out date.

The LRHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the LRHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

The LRHA provides an information bulletin to owners describing eviction procedures under state and local law and LRHA requirements.

If an eviction is not due to a serious or repeated violation of the lease, and if the LRHA has no other grounds for termination of assistance, the LRHA may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY LRHA

[24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when the LRHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter)

The LRHA may also terminate the contract if:

The LRHA terminates assistance to the family.

The family is required to move from a unit when the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.

Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice of Termination

When the LRHA terminates the HAP contract under the violation of HQS space standards, the LRHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the LRHA gives such notice to the owner.

E. PROBITED HOUSING TERMINATION

Section 606 and Section 607 amend the Section 8 and public housing sections of U. S. Housing Act (42 U.S.C. 1437f and 1437d) to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking – as well as members of the victims' immediate families-from losing their HUD –assisted housing as a consequence of the abuse of which they are victim.

The LRHA will intend support or assist victims of domestic violence, dating violence, sexual assault, or stalking. The housing assistance can not be terminated when the alleged victim of abuse has been identified.

Chapter 15
DENIAL OR TERMINATION OF ASSISTANCE

24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

INTRODUCTION

The LRHA may deny or terminate assistance for a family because of the family's action or failure to act. The LRHA will provide families with a written description of the family obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the LRHA's informal hearing procedures. This chapter describes when the LRHA is required to deny or terminate assistance, and the LRHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION [24 CFR 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the LRHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

Denial for placement on the LRHA waiting list
Denying or withdrawing a voucher
Refusing to enter into a HAP contract or approve a tenancy
Refusing to process or provide assistance under portability procedures
Termination of assistance for a participant may include any or all of the following:
Refusing to enter into a HAP contract or approve a tenancy
Terminating housing assistance payments under an outstanding HAP contract
Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination [24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)]

The LRHA must deny assistance to applicants, and terminate assistance for participants if the family is under contract and 180 days have elapsed since the LRHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)

The LRHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The LRHA must deny admission to the program for applicants, and terminate assistance for program participants if the LRHA determines that any household member is currently engaging in illegal use of a drug. See section B of this chapter for the LRHA's established standards.

The LRHA must deny admission to the program for applicants, and terminate assistance for program participants if the LRHA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. See Section B of this chapter for the LRHA's established standards.

The LRHA must deny admission to an applicant if the LRHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. See section B of this chapter for the LRHA's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The LRHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.
The LRHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.
The LRHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)]

The LRHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

If any family member violates any family obligation under the program as listed in 24 CFR 982.551.

Any member of the family has been evicted from federally assisted housing in the last five years.

If any LRHA has ever terminated assistance under the program for any member of the family.

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

The family currently owes rent or other amounts to the LRHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The family has not reimbursed any LRHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family breaches an agreement with a LRHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. The LRHA at its discretion may offer the family the opportunity to enter into a repayment agreement. The LRHA will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)

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

If the family fails to fulfill its obligation under the Section 8 welfare-to-work voucher program.

The family has engaged in or threatened abusive or violent behavior toward PHA personnel.

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

"Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. See section B of this chapter.

If any member of the family commits drug-related criminal activity, or violent criminal activity. (See Section B of this chapter and 982.553 of the regulations)

Refer to "Eligibility for Admission" chapter, “Other Criteria for Admission” section for further information.

B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of **LRHA** to fully endorse and implement a policy designed to:

Help create and maintain a safe and drug-free community

Keep our program participants free from threats to their personal and family safety

Assist families in their vocational/education goals in the pursuit of self-sufficiency

Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, **sex** or other legally protected groups.

To the maximum extent possible, the LRHA will involve other community and governmental entities in the promotion and enforcement of this policy.

Screening of Applicants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the LRHA will endeavor to screen applicants as thoroughly and fairly as possible **for drug-related and violent criminal behavior.**

Such screening will apply to any member of the household who is 18 years of age or older.

HUD Definitions

Covered person, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Guest, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

Household, for the purposes of 24 CFR Part 982 and this chapter, means the family and LRHA -approved live-in aide.

Other person under the tenant’s control, for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant’s control.*

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. And when the participant is under an active criminal charge of misdemeanor (3 years) or felony (7 years).

Standard for Violation

The LRHA will deny participation in the program to applicants and terminate assistance to participants in cases where the LRHA determines there is reasonable cause to believe that a household member who is illegally using drug or if the person abuses alcohol in a way that may including cases where the LRHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

The LRHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 6 months.

"Engaged in or engaging in" violent criminal activity means any act within the past 3 years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which resulted in the arrest and/or conviction of the applicant, participant, or household member..

The activity is being engaged in by any family member.

The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the LRHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Drug Related and Violent Criminal Activity

Ineligibility for admission if Evicted for Drug-Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a 7 -year period beginning on the date of such eviction.

However, the household may be admitted if, after considering the individual circumstance of the household, the LRHA determines that:

The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the LRHA.

The circumstances leading to eviction no longer exist because:

The criminal household member has died.

The criminal household member is imprisoned.

Applicants will be denied assistance if they have been: evicted from Federally assisted housing **for violent criminal activity within the last 7 years prior to the date of the certification interview.**

Denial of Assistance for Sex Offenders

The LRHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening

applicants, the LRHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

Termination of Assistance for Participants

Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity:
Under the family obligations listed at 24 CFR 982.551, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. HUD regulations at 24 CFR 982.553(b) requires the LRHA to establish standards for termination of assistance when this family obligation is violated. The Little Rock Housing Authority has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for participants who have been:

> **Evicted from a unit assisted under any Federally assisted housing program**] for drug-related or violent criminal activity during participation in the program, and within the last 7 years prior to the date of the notice to terminate assistance.

If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, the LRHA will terminate assistance.

In appropriate cases, the LRHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

The LRHA will waive the requirement regarding drug-related criminal activity if:

> **The person demonstrates successful completion of a credible rehabilitation program approved by the LRHA, or**
>
> > The circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or violent criminal activity is no longer in the household due to death or incarceration.

Terminating Assistance for Alcohol Abuse by Household Members
Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the LRHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Assistance will be terminated if a household member is arrested/convicted/incarcerated for any alcohol-related criminal activity on or near the premises within any 12 month period.

In appropriate cases, the LRHA may **permit the family to continue receiving assistance provided that household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the LRHA may consider individual circumstances with the advice of Juvenile Court officials.**

Notice of Termination of Assistance

In any case where the LRHA decides to terminate assistance to the family, the LRHA must give the family written notice which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an informal hearing must be received by the LRHA.

If the LRHA proposes to terminate assistance for criminal activity as shown by a criminal record, the LRHA will provide the subject of the record and the tenant with a copy of the criminal record.

The LRHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The LRHA will terminate assistance for criminal activity by a household member, as described in this chapter, if the LRHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

The LRHA will pursue fact-finding efforts as needed to obtain credible evidence.

The LRHA may terminate assistance for criminal activity by a household member under this section if the LRHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

Confidentiality of Criminal Records

The LRHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance.

Misuse of the above information by any employee will be grounds for termination of employment. Legal penalties for misuses are contained in cite state code.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.
The LRHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

C. FAMILY OBLIGATIONS [24 CFR 982.551]

The family must supply any information that the LRHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.
The family must supply any information requested by the LRHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.
All information supplied by the family must be true and complete.
The family is responsible for an HQS breach caused by the family as described in 982.404(b).
The family must allow the LRHA to inspect the unit at reasonable times and after reasonable notice.
The family may not commit any serious or repeated violations of the lease.
The family must notify the owner and, at the same time, notify the LRHA before the family moves out of the unit or terminates the lease upon notice to the owner.
The family must promptly give the LRHA a copy of any owner eviction notice.
The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
The composition of the assisted family residing in the unit must be approved by the LRHA. .
The family must promptly inform the LRHA of the birth, adoption or court-awarded custody of a child. The family must request LRHA approval to add any other family member as an occupant of the unit.
The family must promptly notify the LRHA if any family member no longer resides in the unit.
The composition of the assisted family residing in the unit must be approved by the LRHA. The family must promptly inform the LRHA of the birth, adoption or court awarded custody of a child. The Family must request LRHA approval to add any other family member as an occupant of the unit.
The family must promptly notify the LRHA if any family member no longer resides in the unit.
If the LRHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or LRHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
The family must not sublease or let the unit.
The family must not assign the lease or transfer the unit.
The family must supply any information or certification requested by the LRHA to verify that the family is living in the unit, or relating to family absence from the unit, including any LRHA -

requested information or certification on the purposes of family absences. The family must cooperate with the LRHA for this purpose. The family must promptly notify the LRHA of absence from the unit.

The family must not own or have any interest in the unit.

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

The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by of time since the violation occurred. The LRHA may also review the family's more recent history and record of compliance and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

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

Enforcing Family Obligations

Explanations and Terms

The term "promptly" when used with the family obligations always means "within 10 days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The **inspector** will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Section 8 Manager.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

> **If the owner terminates tenancy through court action for serious or repeated violation of the lease.**
>
> **If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the LRHA determines that the cause is a serious or repeated violation of the lease based on available evidence.**

If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and

If there are police reports, neighborhood complaints or other third party information, that has been verified by the LRHA.

Nonpayment of rent is considered a serious violation of the lease.

Notification of Eviction

If the family requests assistance to move and they did not notify the LRHA of an eviction within **10** days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

The LRHA will deny a family's request to add additional family members who are:

Persons who have been evicted from public housing.

Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.

Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.

Persons who commit drug-related criminal activity or violent criminal activity.

Persons who do not meet the LRHA's definition of family.

Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons who currently owe rent or other amounts to the LRHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Persons who have engaged in or threatened abusive or violent behavior toward LRHA personnel.

Family Member Moves Out

Families are required to notify the LRHA if any family member leaves the assisted household. When the family notifies the LRHA, they must furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-Making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the LRHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the LRHA determines the business is not legal, it will be considered a program violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

Fraud

In each case, the LRHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims:

D. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The LRHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When the LRHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the LRHA will give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

The LRHA will then verify eligible status, deny, terminate, or prorate as applicable.

The LRHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the LRHA either after the INS appeal or in lieu of the INS appeal.

After the LRHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. ZERO ($0) ASSISTANCE TENANCIES [24CFR982.455 (A)}

The family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the LRHA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION [24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused the LRHA to overpay assistance, the LRHA may choose not to terminate and may offer to continue assistance provided that the

family **executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the LRHA in full within 30 days.**

G. MISREPRESENTATION IN COLLUSION WITH OWNER [24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the LRHA will deny or terminate assistance.

In making this determination, the LRHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the LRHA to fulfill its responsibilities. The LRHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the LRHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the LRHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the LRHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

Eligibility for Admissions
Verification Procedures
Certificate/Voucher Issuance and Briefings
Housing Quality Standards and Inspections
Recertifications
Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

Medical emergency
Incarceration
Family emergency

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given 2 opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

The termination will be rescinded after the family cures the breach.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

INTRODUCTION

It is the policy of the LRHA to recruit owners to participate in the voucher program. The LRHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the LRHA. The regulations define when the LRHA must disallow an owner participation in the program, and they provide the LRHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The LRHA will disapprove the owner for the following reasons:

HUD has informed the LRHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the LRHA that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.

HUD has informed the LRHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The LRHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

In cases where the owner and tenant bear the same last name, the LRHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.

LRHA may at their discretion, depending on the seriousness and conditions, prohibit an owner from participating for the following reasons:

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

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

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

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

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

The owner has committed criminal activity or any violent criminal activity with warrant a record of a felony or misdemeanor. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

> **Threatens the right to peaceful enjoyment of the premises by other residents;**
>
> **Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing.**
>
> **Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or**
>
> **Is drug-related criminal activity or violent criminal activity;**

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

The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. DISAPPROVAL OR RESTRICTION

Allegations of owner fraud and abuse or frequent or serious contract violations are to be immediately brought to the attention of the Program Manager. The Program Manager will conduct a timely, thorough investigation, reviewing all relevant factors and, in accordance with the guidance provided by the Administrative Plan, will make a recommendation to the Executive Director as to what penalties should be imposed, if any.

The decision of the Executive Director is to be considered final. When temporary or permanent disapproval is appropriate, the date of decision, Vendor name, Vendor number and the term of the disapproval will be recorded on the LRHA Owner Disapproval and Restriction Log and will be made available to the Customer Service Representative and appropriate Housing Specialists to review returning RFTAs against upon receipt.

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the LRHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The LRHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the LRHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

C. CHANGE IN OWNERSHIP

A change in ownership **does** require execution of a new contract **and lease**.

The LRHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.

The LRHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the employee identification number or social security number of the new owner.

If the new owner does not want an assignment of the contract, the LRHA will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

Chapter 17
OWNER OR FAMILY DEBTS TO THE LRHA
[24 CFR 982.552]

INTRODUCTION

This chapter describes the LRHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the LRHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the LRHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the LRHA, the LRHA will make every effort to collect it. The LRHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments
Civil suits
Payment agreements
Abatements
Reductions in HAP to owner

A. PAYMENT AGREEMENT FOR FAMILIES [24 CFR 982.552 (c)(v-vii)]

A Payment Agreement as used in this Plan is a document entered into between the LRHA and a person who owes a debt to the LRHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the LRHA upon default of the agreement.

The LRHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the LRHA.

Circumstances in which the LRHA will not enter into a payment agreement are:

If the family already has a Payment Agreement in place.
If the LRHA determines that the family committed program fraud.
If the LRHA determines that the debt amount is larger than can be paid back by the family within 12 months.
The maximum length of time the LRHA will enter into a payment agreement with a family is 12 months.
The minimum amount of monthly payment for any payment agreement is 50.00.

B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (c)(v-vii)]

If a family owes money to the LRHA for claims paid to an owner under the certificate program prior to 10-1-01.

The LRHA will review the circumstances resulting in the overpayment and decide whether the family must pay the full amount.
The LRHA may enter into a Payment Agreement.

Late Payments

A payment will be considered to be in arrears if:

The payment is not received by the close of the business day 5 **days after the due date.**

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the LRHA, the LRHA may impose any or all of the following:

Require the family to pay the balance in full
Pursue civil collection of the balance due
Terminate the housing assistance

If the family requests a move to another unit and has a payment agreement in place and it is not in arrears the family will be permitted to move.
If the family requests a move to another unit and is in arrears on a payment agreement. The family will be required to pay the balance in full, or be terminated from the program.

If the family pays the past due amount, they will be permitted to move.

C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the LRHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

Program Fraud

Families who owe money to the LRHA due to program fraud will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.
If a family owes an amount which equals or exceeds **$ 1,000** as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the LRHA will refer the case for criminal prosecution.

Payment Procedures for Program Fraud

Families who commit program fraud will be subject to the following procedures:
The maximum time period for a Payment Agreement will be 12 months.
The minimum monthly payment will be $ **50.00**.

D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

If the family owes the LRHA money for rent arrears incurred during the minimum rent period, the LRHA will calculate the total amount owed and divide it by 3 to arrive at a reasonable payback amount that the family will be required to pay to the LRHA monthly in addition to the family's regular monthly rent payment to the owner. The family will be required to pay the increased amount until the arrears are paid in full to the LRHA.
Minimum rent arrears that are less than 100.00 will be required to be paid in full the first month following the end of the minimum rent period.

E. GUIDELINES FOR PAYMENT AGREEMENTS [24 CFR 982.552(c)(v-vii)]

Payment agreements will be executed between the LRHA and the head of household.
The payment agreement must be executed by the Section 8 Manager or their designee**.**
Payments may only be made by money order or cashier's check.
The agreement will be in default when a payment is delinquent by the 5th of the month.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Section 8 Manager.
No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:
Family size exceeds the HQS maximum occupancy standards
The HAP contract is terminated due to owner non-compliance or opt-out
A natural disaster

Additional Monies Owed: If the family already has a payment agreement in place and incurs an additional debt to the LRHA:

The LRHA will not enter into more than one payment agreement with the family.

F. OWNER DEBTS TO THE LRHA [24 CFR 982.453(b)]

If the LRHA determines that the owner has retained housing assistance the owner is not entitled to, the LRHA may reclaim the amounts from future housing assistance owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the LRHA will:

Require the owner to pay the amount in full within 30 days.

G. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than 5 **years old.**
A determination is made that the debtor is judgment proof.
The debtor is deceased.

Chapter 18
COMPLAINTS AND APPEALS
INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the LRHA . This chapter describes the policies, procedures and standards to be used when families disagree with a LRHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the LRHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE LRHA

The LRHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The LRHA **may** require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

The LRHA hearing procedures will be provided to families in the briefing packet.

Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of the LRHA or owner.

Complaints from families will be referred to the Section 8 Manager

If a complaint is not resolved, it will be referred to the Deputy Director.

Complaints from owners: If an owner disagrees with an action or inaction of the LRHA or a family.

Complaints from owners will be referred to the Section 8 Manager.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the Section 8 Manager.

Complaints from the general public: Complaints or referrals from persons in the community in regard to the LRHA, a family or an owner, will be referred to the Program Director. If a complaint is not resolved, it will be referred to the Deputy Director.

B. PREFERENCE DENIALS

When the LRHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with LRHA staff to discuss the reasons for the denial and to dispute the LRHA's decision.

The person who conducts the meeting will be:

The Section 8 Manager or their designed except the person who made or approved the decision or a subordinate of those persons.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the LRHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,
The procedure for requesting a review if the applicant does not agree with the decision and
The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the LRHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The LRHA must provide applicants with the opportunity for an informal review of decisions denying:

Qualification for preference
Listing on the LRHA's waiting list
Issuance of a voucher
Participation in the program
Assistance under portability procedures
Informal reviews are not required for established policies and procedures and LRHA determinations such as:
Discretionary administrative determinations by the LRHA
General policy issues or class grievances
A determination of the family unit size under the LRHA subsidy standards
Refusal to extend or suspend a voucher
A LRHA determination not to grant approval of the tenancy
Determination that unit is not in compliance with HQS
Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an informal review must be received **in writing** by the close of the business day, no later than **10** days from the date of the LRHA's notification of denial of assistance. The informal review will be scheduled within 10 days from the date the request is received.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The review may be conducted by:

A staff person who is at the Manager level or above or an individual from outside the LRHA.

The applicant will be given the option of presenting oral or written objections to the decision. Both the LRHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A notice of the review findings will be provided in writing to the applicant within **10** days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES [24 CFR 982.555(a-f), 982.54(d)(13)]

When the LRHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The LRHA will give the family prompt notice of such determinations which will include:

The proposed action or decision of the LRHA
The date the proposed action or decision will take place

The family's right to an explanation of the basis for the LRHA's decision
The procedures for requesting a hearing if the family disputes the action or decision
The time limit for requesting the hearing
To whom the hearing request should be addressed
A copy of the LRHA's hearing procedures

When terminating assistance for criminal activity as shown by a criminal record, the LRHA will provide the subject of the record and the tenant/participant with a copy of the criminal record upon which the decision to terminate was based.

The LRHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following LRHA determinations:

Determination of the family's annual or adjusted income and the computation of the housing assistance payment
Appropriate utility allowance used from schedule
Family unit size determination under LRHA subsidy standards
Determination to terminate assistance for any reason
Determination to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account

The LRHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and LRHA determinations such as:

Discretionary administrative determinations by the LRHA
General policy issues or class grievances
Establishment of the LRHA schedule of utility allowances for families in the program
A LRHA determination not to approve an extension or suspension of a voucher term
A LRHA determination not to approve a unit or lease
A LRHA determination that an assisted unit is not in compliance with HQS LRHA must provide hearing for family breach of HQS because that is a family obligation determination
A LRHA determination that the unit is not in accordance with HQS because of the family size
A LRHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the LRHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the LRHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the LRHA receives a request for an informal hearing, a hearing shall be scheduled within **14** days. The notification of hearing will contain:

The date and time of the hearing
The location where the hearing will be held
The family's right to bring evidence, witnesses, legal or other representation at the family's expense
The right to view any documents or evidence in the possession of the LRHA upon which the LRHA based the proposed action and, at the family's expense, to obtain a

copy of such documents prior to the hearing. **Requests for such documents or evidence must be received no later than 10 days before the hearing date.**

A notice to the family that the LRHA will request a copy of any documents or evidence the family will use at the hearing. **Requests for such documents or evidence must be received no later than 7 days before the hearing date.**

The LRHA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If the family does not appear at the scheduled time, and did not make arrangements in advance, the LRHA will automatically reschedule the hearing.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the LRHA within 24 hours, excluding weekends and holidays. The LRHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

Present written or oral objections to the LRHA's determination.

Examine the documents in the file which are the basis for the LRHA's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that LRHA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the LRHA will make the copies for the family and assess a charge of .25 per copy. In no case will the family be allowed to remove the file from the LRHA's office.

In addition to other rights contained in this Chapter, the LRHA has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by the LRHA who is neither the person who made or approved the decision, nor a subordinate of that person. The LRHA appoints hearing officers who:

Are LRHA management employees.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The family must request an audio recording of the hearing, if desired, 10 days prior to the hearing date.

The Hearing Officer may ask the family for additional information or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the LRHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the LRHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the LRHA and the family within 10 days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed **and documentation of the calculation of monies owed**;

The date the decision goes into effect.

The LRHA is not bound by hearing decisions:

Which concern matters in which the LRHA is not required to provide an opportunity for a hearing

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

The PHA shall send a letter to the participant if it determines the LRHA is not bound by the Hearing Officer's determination within **10** days. The letter shall include the LRHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the LRHA hearing is pending but assistance to an applicant may be delayed pending the LRHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the LRHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the LRHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the LRHA a copy of the appeal and proof of mailing or the LRHA may proceed to deny or terminate. The time period to request an appeal may be extended by the LRHA for good cause.

The request for a LRHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the LRHA will:

Deny the applicant family
Defer termination if the family is a participant and qualifies for deferral
Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the LRHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the LRHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Chapter 19

SPECIAL HOUSING TYPES

[24 CFR 982.601]

INTRODUCTION

The LRHA will permit the use of the following special housing types in its program.

A. SINGLE ROOM OCCUPANCY [24 CFR 982.602]

HUD has determined that there is **a demand for SROs in this area. Therefore, a single person** may **reside in an SRO housing unit.**

The LRHA will use a separate lease and housing assistance payment contract for each assisted person residing in a SRO. [24 CFR 982.603]

SRO Rent and Housing Assistance Payment [24 CFR 982.604]

The LRHA SRO payment standard is 75 percent of the zero bedroom payment standard schedule. For a person residing in an exception area the payment standard is 75 percent of the HUD-approved zero bedroom exception payment standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

Utility Allowance

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

Housing Quality Standards

The LRHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

B. CONGREGATE HOUSING [24 CFR 982.606]

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

The LRHA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

The LRHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Congregate Housing Lease and HAP Contract [24 CFR 982.607]

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on the LRHA payment standard schedule.

However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one bedroom payment standard amount.

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

Housing Quality Standards

The LRHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

C. GROUP HOMES [24 CFR 982.610, 982.612]

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the LRHA, a live-in aide may reside with a person with disabilities.

The LRHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The LRHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

Group Home Lease and HAP Contract [24 CFR 982.611]

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any LRHA-approved live-in Aide.

Group Home Rent and HAP Contract [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the LRHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Maximum Subsidy

Unless there is a live-in aide, the family unit size is **[zero/one bedroom]**. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on the LRHA payment standard schedule for the group home size.

Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing Quality Standards

The LRHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

D. SHARED HOUSING [24 CFR 982.615]

Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The LRHA may approve a live-in aide to reside with a family in order to care for a person with a disability. The LRHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with the LRHA. However, housing assistance may not be paid on behalf of an owner. The LRHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

Maximum Subsidy

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on the LRHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the LRHA payment standard for the shared housing unit size.

If the LRHA approves a live-in aide, the live-in aide will be counted in determining the family unit size.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standards

The LRHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

E. COOPERATIVE HOUSING [24 CFR 982.619]

The LRHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families The LRHA will not approve assistance for a family in cooperative housing until the LRHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness, and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperatives debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The LRHA may approve a live-in aide to reside with the family to care for a person with disabilities. The LRHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. If the LRHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

Housing Quality Standards

The LRHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by 24 CFR 982.401.

F. MANUFACTURED HOMES [24 CFR 982.620]

The LRHA will permit a family to lease a manufactured home and space with assistance under the program. The LRHA **will not** provide assistance for a family that owns the manufactured home and leases only the space.

The LRHA may approve a live-in aide to reside with a family to care for a person with disabilities. The LRHA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the LRHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

Housing Quality Standards [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the LRHA.

The LRHA will not approve a lease for a manufactured home space until the LRHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the LRHA will redetermine that the rent is reasonable.

The LRHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The LRHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the LRHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the LRHA, the owner must provide the LRHA information on rents for other manufactured home space.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.

ACC Annual Contributions Contract

BR Bedroom

CDBG Community Development Block Grant

CFR Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.

CPI Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.

EFT Electronic Funds Transfers

ELI Extremely low income

FDIC Federal Deposit Insurance Corporation

FHA Federal Housing Administration

FICA Federal Insurance Contributions Act - Social Security taxes

FmHA Farmers Home Administration

FMR Fair Market Rent

FY Fiscal Year

FYE Fiscal Year End

GAO Government Accounting Office

GFC Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).

GR Gross Rent

HAP Housing Assistance Payment

HAP Plan Housing Assistance Plan

HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFAT	Request for Approval of Tenancy
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

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

ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

ABSORPTION. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADA. Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

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

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CERTIFICATE. A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

CERTIFICATE PROGRAM. Pre-merger rental certificate program.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

COMMON SPACE. In shared housing: Space available for use by the assisted family and other occupants of the unit.

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

COOPERATIVE. (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

COVERED FAMILIES. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

DISABLED PERSON. See Person with Disabilities.

DISPLACED PERSON/FAMILY. A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

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

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the 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).

DRUG TRAFFICKING. 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 Substances Act (21 U.S.C. 802)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

ELECTRONIC FUNDS TRANSFERS is the transferring of funds from one bank savings or checking account to another account.

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

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family)**.** A family is defined by the PHA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT. In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an area if HUD finds such variations are necessary due to unusually high or low family incomes.

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

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register.*

FAMILY. "Family" includes but is not limited to:

A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

An elderly family;

A near-elderly family;

A displaced family

The remaining member of a tenant family; and

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

("Family" can be further defined by the PHA).

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY RENT TO OWNER. In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

FMR/EXCEPTION RENT. The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

GROUP HOME. A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

HAP CONTRACT. (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:

> A payment to the owner for rent to owner under the family's lease.
>
> An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD. The Department of Housing and Urban Development.

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

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed $5,000.

IMPUTED WELFARE INCOME. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

INITIAL PHA. In portability, the term refers to both:

> A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION. The area in which the PHA has authority under State and local law to administer the program.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

LEASE ADDENDUM. For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families.

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. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

MANUFACTURED HOME. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

MANUFACTURED HOME SPACE. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MERGER DATE. October 1, 1999.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

MUTUAL HOUSING. Included in the definition of COOPERATIVE.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

NON CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OVER-FMR TENANCY (OFTO). In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

PAYMENT STANDARD. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family.

PERSON WITH DISABILITIES. A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

PHA PLAN. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

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

PRIVATE SPACE. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

PROCESSING ENTITY. Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

PROGRAM. The Section 8 tenant-based assistance program under 24 CFR Part 982.

PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

> A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):
>
> Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or
>
> For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REGULAR TENANCY. In the pre-merger certificate program: A tenancy other than an over-FMR tenancy.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

RESIDENCY PREFERENCE AREA. The specified area where families must reside to qualify for a residency preference.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

RESPONSIBLE ENTITY. For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECTION 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SHARED HOUSING. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

TENANCY ADDENDUM. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

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

TENANT RENT. The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT. In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

UTILITY REIMBURSEMENT PAYMENT. In the pre-merger certificate program, 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.

VACANCY LOSS PAYMENTS. (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER (rental voucher). A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

VOUCHER HOLDER. A family holding a voucher with an unexpired term (search time).

VOUCHER PROGRAM. The Housing Choice Voucher program.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WAITING LIST ADMISSION. An admission from the PHA waiting list.

WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

WELFARE RENT. This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

> If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
>
> If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

WELFARE-TO-WORK (WTW) FAMILIES. Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

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

CITIZEN. A citizen or national of the United States.

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

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

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

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

PHA. A housing authority who operates Public Housing.

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

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

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Housing Authority of the City of Little Rock

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

A.C.O.P.

Approved by the LRHA Board of Commissioners _10/13/2010_____
Submitted to HUD via submission 2010 PHAP on _10/15/2010_____

Note:

This plan (ACOP) also serves as our "Tenant Selection and Assignment Plan (TSAP)" because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

The ACOP also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.

Table of Contents

Page Number

I. ACOP Governing HUD Aided Public Housing Operated by the LRHA 5

A. Public Housing Agency Mission Statement 5

B. Purpose of the Policy 5

C. Nondiscrimination: Compliance with Civil Rights Laws 5

D. Accessibility and Plain Language 7

II. Eligibility for Admission and Processing of Applications 9

A. Affirmative Marketing 9

B. Qualification for Admission 9

C. Waiting List Management 10

D. Processing Applications for Admission 11

E. The Preference System 12

F. Applicant Selection Criteria 15

G. Occupancy Guidelines 21

III. Tenant Selection and Assignment Plan 23

A. Organization of the Waiting List 23

B. Unit Offers to Applicants 23

C. Due Process Rights for Applicants 24

D. Good Cause for Applicant Refusal of Unit Offer 25

E. Dwelling Units with Accessible/Adaptable Features 25

F. Leasing and Occupancy of Dwelling Units 26

G. Transfers 26

IV. Missed Appointments 27

V. Leasing Policies 28

A. General Leasing Policy 28

B. Showing Units Prior to Leasing 28

C. Occupancy, Additions to the Household and Visitors 29

VI. Transfer Policy 31

A. General Transfer Policy 31

B. Types of Transfers 31

C. Processing Transfers 32
D. Good Record Requirement for Transfers 33
E. Incentive Transfers 33
F. Cost of Transfers 34
VII. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members 35
A. Eligibility for Continued Occupancy 35
B. Remaining Family Members and Prior Debt 35
C. Periodic Reexamination 35
VIII. Interim Rent Adjustments: Fixed Rent System 37
A. Rent Adjustments 37
B. Effective Date of Adjustments 38
C. Failure to Report Accurate Information 39
IX. Lease Termination Procedures 40
A. General Policy: Lease Termination 40
B. Notice Requirements 40
C. Record Keeping Requirements 40
D. Lease Term and Notice to Vacate 40
X. Utilities 42
A. Resident-Paid Utilities 42
B. Excess Utility Charges 42
XI. Flat Rents 43
A. Flat Rents 43
B. Annual Update of Flat Rents 43
C. Recertification of Families on Flat Rents 43
XII. Definitions and Procedures to be used in Determining Income and Rent 44
A. Annual Income 44
B. Items not included in Annual Income 45
C. Anticipation Annual Income 48
D. Adjusted Income 48
E. Rent Computation 49
F. Verification Standards 51

G. Enterprise Income Verification System 68
H. Rental Integrity Monitoring 71
XIII. Non-Smoking Policy 77
XIV. Pet Policy 79
XV. Violence Against Women Act 83
XVI. Definitions of Terms Used in These Statements of Policies 84

ACOP Governing HUD Aided Public Housing Operated by the LRHA

A. Public Housing Agency Mission Statement

The mission of the LRHA is the same as that of the Department of Housing and Urban Development: HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination. To fulfill this mission, LRHA will work with HUD to embrace high standards of ethics, management and accountability and forge new partnerships--particularly with faith-based and community organizations--that leverage resources and improve HUD's ability to be effective on the community level.

B. Purpose of the Policy

The purpose of this ACOP is to establish policies for the PHA staff to follow in determining eligibility and continued occupancy. These polices are governed by the requirements of HUD with latitude for local policies and procedures. If any changes conflict with this plan, HUD regulations will have precedence.

The PHA Board of Commissioners will approve the original policy and significant amendments. Required portions of this plan will be provided to HUD.

C. Non-Discrimination/Compliance with Civil Rights Laws

1. It is the policy of the Little Rock Housing Authority (PHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of 1964, **(See 24 CFR Part 1)**
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), **(See 24 CFR Part 100)**
- Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, **(See 24 CFR Part 8)**
- The Age Discrimination Act of 1975, **(See 24 CFR Part 146)**
- 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 space, not living units.)**
- Any applicable State laws or local ordinances, and
- Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. **(Required 24 CFR § 960.203)**

2. PHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy or other disposition of housing or related facilities, including land, that is part of any project or projects under PHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. **(Required, 24 CFR § 100.5)**

3. PHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

(a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

(b) Provide anyone housing that is different from that provided others[1];

(c) Subject anyone to segregation or disparate treatment;

(d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

(e) Treat anyone differently in determining eligibility or other requirements for admission[2];

(f) Deny anyone access to the same level of services[3]; or

(g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. PHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. **(Required, 24 CFR § 960.205)**

5. PHA 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, PHA will make structural modifications to its housing and non-housing facilities **(Required, 24 CFR §§ 8.21, 8.23, 8.24, and 8.25)** and make reasonable accommodations in its procedures or practices **(Required, 24 CFR § 100.204)** to permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs.

(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, PHA is **not** required to:

(i) Make each of its existing facilities accessible **[24 CFR § 8.24 (a) (1)]**; or make structural alterations when other methods can be demonstrated to achieve the same effect; **[24 CFR § 8.24 (b)]**

(ii) Make structural alterations that require the removal or altering of a load-bearing structural member; **[24 CFR § 8.32 (c)]**

(iii) 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]**

(iv)Take any action that would result in a fundamental alteration in the nature of the program; **[24 CFR § 8.24 (a) (2)]** or

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[1] PHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

[2] Except that PHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect PHA's screening or eligibility standards, but it might require PHA to revise its procedures or practices in carrying out those standards.

[3] This requirement applies to services provided by PHA and services provided by others with PHA's permission on public housing property. Thus, a health-screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

(v) 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 PHA 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 PHA is not required to:

(i) 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]**

(ii) Make structural alterations that require the removal or altering of a load-bearing structural member; **[24 CFR § 8.32 (c)]** or

(iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. 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. PHA will not permit these policies to be subverted to do personal or political favors. PHA 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. **[Required, 24 CFR § 906. 204 (a)(3)(ii)]**

D. Accessibility and Plain Language

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some[4] must be made so, subject to the undue financial and administrative burden test. **(Required, 24 CFR § 8.20 and 8.21)**

2. Documents used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments as necessary if all appropriate PHA and family efforts have failed to satisfy applicants/residents understanding **(Required, 24 CFR § 8.6).** Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed[5].

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[4] It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

[5] 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but PHA will present examples to help applicants and residents understand the issues involved as necessary if all appropriate PHA and family efforts have failed to satisfy applicants/residents understanding. In writing materials for applicants and residents, PHA staff will keep in mind that mental retardation delete, 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. **(Required, 24 CFR § 8.6)**

4. At the various points of initial contact with all applicants, PHA staff will ask whether they need some form of communication other than plain language paperwork delete if they will require an alternate form of communication. 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; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. **(Required, 24 CFR § 8.6)**

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 or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. PHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired **[Required, 24 CFR § 8.6]** because the Fair Housing law makes no such requirement).

6. At a minimum, PHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

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translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. PHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages, and disabilities proportionate to the mix of those groups in the eligible population of the area. Outreach efforts The marketing plan will consider the level of vacancy in the PHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list population characteristics. PHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply **(Affirmative Marketing Requirement).**

2. Marketing and informational materials will be subject to the following:

(a) Marketing materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc. **[Required, 24 CFR §109.30(a)]**;

(b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;

(c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;

(d) Agencies that serve and advocate for potentially qualified applicants least likely to apply (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;

(e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and

(f) PHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

B. Qualification for Admission

1. It is PHA's policy to admit **only** qualified applicants[6].

2. An applicant is qualified if he or she meets all of the following criteria:

(a) Is a family as defined in Section XIII of this policy;

(b) Meets the HUD requirements on citizenship or immigration status; **[Required, 24 CFR § 5.5 Subpart E]**

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[6] The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet HA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR § 5.5**.

(c) Has an Annual Income (as defined in Section XII of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in PHA offices.

(d) Provides documentation of social security numbers for all family members of any age or certifies that they do not have social security numbers (as defined in Section __XII___ of this document); **[Required, 24 CFR § 5.216]**

(e) Meets or exceeds the Application Selection Criteria set forth in Section II. Of these policies **[Required, 24 CFR § 960.205],** including and successfully completing a PHA-approved pre-occupancy orientation session.

C. Waiting List Management

1. It is the policy of PHA to administer its waiting list as required by the regulations at **24 CFR §§ 5.4, 5.5, 5.6, 960.201 through 960.215).**

2. Opening and Closing Waiting Lists

(a) PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. PHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below **[Required, 24 CFR § 5.410]**.

(b) For any unit size or type, if the PHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, PHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit **[Required, 24 CFR 5.410]**.

(c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of PHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.

(d) During the period when the waiting list is closed, PHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting List may be closed

PHA will use its **Procedure on Opening and Closing the Waiting List** to determine whether the waiting list(s) may be closed.

4. Updating the Waiting List

(a) Beginning in January of 2001 PHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing[7].

If, after one attempts in writing[8], no response is received, PHA will withdraw the names of applicants from the waiting list.

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[7] Or by the method designated at initial application by applicants with disabilities.

[8] The written communication will be sent by first class mail.

At the time of initial intake, PHA will advise families of their responsibility to notify the PHA when their circumstances, mailing address or phone numbers change.

(b) PHA will not remove an applicant's name from the waiting list except in accordance with this procedure or noted elsewhere within this policy.

5. Changes in Preference Status While on the Waiting List

(a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact PHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.

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

D. Processing Applications for Admission

1. PHA will accept and process applications in accordance with applicable HUD Regulations and PHA's **Procedure on Taking Applications and Initial Processing**. PHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be subject to verification later in the application process.

1. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the PHA Site Office for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

(a) The following items will be verified according to PHA's **Procedure on Verification,** to determine qualification for admission to PHA's housing:

(i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)

(ii) Annual Income

(iii) Assets and Asset Income

(iv) Deductions from Income

(v) Preferences

(vi) Social Security Numbers of all Family Members Age 6+ delete

(vii) Information Used in Applicant Screening

(viii) Citizenship or eligible immigration status of all family members

(b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. When it is not possible to obtain third party written verification, PHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by PHA staff, (2) review of documents, and, if no other form of verification is

available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications (utilize the HA verification policy).

(c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § 5.5**. Citizens are permitted to certify to their status.

2. Applicants reporting zero income will be asked to complete a family expense form. The form will ask applicants to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. The form is designed to capture regular cash and non-cash contributions to the family from persons outside the household. (If a "zero income" family is admitted, redeterminations of income will be performed every 90 days). See Section VII C, Periodic Reexaminations, of this policy.

3. PHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant's race and ethnicity; the determination by PHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. **[Required, 24 CFR § 85.42]**

E. The Preference System

1. **It is PHA's policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet PHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

2. **Factors other than preferences that affect the selection of applicants from the waiting list [Required, 24 CFR § 5.410 (d)]**

Before applying its preference system, PHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics "match" the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

(a) When selecting a family for a unit with **accessible features**, PHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, PHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease); meet the definitions of the preferences described below.

3. **Ranking Preference**

There are two possible ranking preferences in effect: first is the **Displacement Preference**, and second is the **Working Family Preference** (as defined in Section XIII). **PHA's Procedure on Unit Offers and Applicant Placement** will be used to order the Waiting List and make unit offers.

Families that qualify for neither the Displacement nor the Working Family preferences will be categorized as No-preference families.

4. **Method of Applying Preferences**

The PHA will rank applicants as Displacement, Working Family, or no-preference. Within each of the ranking preference categories, offers will be made by oldest application. **[See 24 CFR § 960.211 (b)]**

(a) PHA will house applicants on the waiting list by selecting first from the Displacement applicants, then from Working Family applicants, and then, if the Working Family applications are exhausted, by selecting from the No-preference applicants.

(b) PHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP).

(c) PHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

5. **Definition of Displacement and Working Family Preference**

PHA defines Displacement Preference to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, through no fault of their own by governmental action.

PHA defines Working Family to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in Section IX. Additionally, persons who cannot work because of age or disability qualify for this ranking preference.

Although the Working Family preference has several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Working Family preferences does not rank any higher than a family that has only one member qualifying for the Working Family preference.

6. **Withholding Preferences**

As required by law, PHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or PHA staff. **[Required, 24 CFR § 5.410 (a) (3)]** PHA may grant an admission preference in any of the following cases:

(a) If PHA determines that the evicted person has successfully completed a rehabilitation program approved by PHA;

(b) If PHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or

(c) If PHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of PHA.

7. Designated Housing

The preference system will be used to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations. The ability to provide preferences for some family types will depend on unit size available.

(a) Projects designated for the elderly: Only elderly (age 62 or older) can live in a HUD-approved elderly building. No other type of family is eligible for admission to a designated elderly building.

8. Administration of the Preferences

(a) PHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 180 days old at the time of certification.

(b) At the time of application, PHA will obtain the family's certification that it qualifies for a preference. Between application and the application interview, the family will be advised to notify PHA of any change that may affect their ability to qualify for a preference.

(c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.

(d) Applicants that self-certify to a preference at the time of application and cannot verify current preference status at the time of certification will lose their preference status and their position on the waiting list. Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.

(e) Families that claim a preference at application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

9. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.211 (e)]

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

(a) PHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with PHA's designee to review the determination.

(b) If the applicant requests the meeting, PHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the PHA. A written summary of this meeting shall be made and retained in the applicant's file.

(c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the PHA's decision to deny the preference.

F. Applicant Selection Criteria

1. It is PHA's policy that all applicants shall be screened in accordance with HUD's regulations **(24 CFR § 960)** and sound management practices. During screening, PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

(a) To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

(b) To care for and avoid damaging the unit and common areas;

(c) To use facilities and equipment in a reasonable way;

(d) To create no health, or safety hazards, and to report maintenance needs;

(e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

(f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity; and

(g) To comply with necessary and reasonable rules and program requirements of HUD and the PHA.

2. How PHA will check ability to comply with essential lease requirements:

(a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with PHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will by paid by the PHA.

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

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

(ii) Adversely affect the physical environment or financial stability of the project; **[Required, 24 CFR § 960.205 (b)]**

(iii) Violate the terms and conditions of the lease; **[See 24 CFR § 8.3 Definition: Qualified individual with handicaps)]**

(iv) Require services from PHA staff that would alter the fundamental nature of PHA's program. **[See 24 CFR § 8.3 Definition: Qualified individual with handicaps]**

(c) PHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification, as appropriate. **[Required, 24 CFR §960.206 (a) &(b)]**

(d) PHA will complete a credit check and a rental history check on all applicants.

(e) Payment of funds owed to PHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. PHA will reject an applicant for unpaid balances owed PHA by the applicant for any program that PHA operates. PHA expects these balances to be paid in full (either in a lump sum or over time while on the waiting list) before initiating the full screening process. PHA will not make offers to families who owe back balances. **[See 24 CFR § 960.205 (b)(1)]**

(f) PHA will complete a criminal background sex offender check on all adult applicants or any member for whom criminal records are available. **[24 CFR § 960.205 (b)(3)] /SEX OFFENDER BACKGROUND CHECK.**

(g) PHA will complete a home visit when the applicant's rental history is not favorable and the PHA determines it necessary to conduct further verification or is part of a Denial Hearing investigation. Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. PHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.

(i) Housekeeping criteria shall include, but not be limited to:

a) Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entranceways, halls, and yard (if applicable);

b) Cleanliness in each room; and

c) General care of appliances, fixtures, windows, doors and cabinets.

(ii) Other PHA lease compliance criteria will also be checked, such as:

a) Evidence of destruction of property;

b) Unauthorized occupants;

c) Evidence of criminal activity; and

d) Conditions inconsistent with application information.

(iii) All applicants shall have at least two days' advance written notice of Home Visits.

(iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.

(h) PHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent and utility bills. **[Required, 24 CFR § 960.205 (b) (1)]**

- A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. **[Required, 24 CFR § 960.205 (b) (2)]**
- Any history of criminal activity on the part of <u>any</u> applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. **[Required, 24 CFR § 960.205 (b)(3) & the Anti-Drug Act of 1988]**
- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant's ability and willingness to comply with the terms of PHA's lease. **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]**
- Have previously been evicted from public housing.
- Committed acts, which would constitute fraud in connection with any federally, assisted housing program.
- Did not provide information required within the time frame specified during the application process.
- Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes and individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents or staff.
- The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information or source used in accordance with Criminal Records Management Policy.
- If the applicant is a former Public Housing or Section 8 participant who vacated Unit in violation of his lease, the applicant may be declared ineligible.
- If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
    1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
    2) Has successfully completed a supervised drug or alcohol rehabilitation program;

3) Has otherwise been rehabilitated successfully; or

4) Is participating in a supervised drug or alcohol rehabilitation program.

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

- If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request, in writing, an informal meeting with the HA. A HA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.
- As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

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

1. Past rental record
2. Bad rent paying habits
3. Bad housekeeping habits, in and outside the unit
4. Damages
5. Disturbances
6. Live-ins
7. Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

B. Denied admission for three (3) years for the following:

1. Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

(i) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

(j) Applicants must be able to demonstrate the ability and willingness to comply with the terms of PHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.[9] **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]** Availability of assistance is subject to verification by PHA.

3. Screening applicants who claim mitigating circumstances

(a) If negative information is received about an applicant, PHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into PHA's screening assessment of the applicant, mitigating circumstances must be verifiable. **[Required, 24 CFR §960.205(d)]**

(b) Mitigating circumstances[10] are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

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

(d) Examples of mitigating circumstances might include: **[Required, 24 CFR § 960.205 (d)],**

(i) Evidence of successful rehabilitation;

(ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or

(iii) Evidence of successful and sustained modification of previous disqualifying behavior.

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[9] Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for PHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

[10] The discussion of mitigating circumstance in this paragraph is applicable to all applicants. PHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.205 (d)

(1).

(e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. PHA will consider such circumstances in light of:

(i) The applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;

(ii) The applicant's overall performance with respect to all the screening requirements; and

(iii) The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the applicant as a family; **[Required, 24 CFR § 5.403]**

(ii) Eligibility of the applicant with respect to income limits for admission; **[Required, 24 CFR § 5.603]**

(iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; **[24 CFR § 5.5]**

(iv) Unit size required for and selected by the PHA;

(v) Preference category (if any) to which the family is entitled; **[24 CFR § 5.4]** and

(vi) Qualification of the applicant with respect to the Applicant Selection Criteria. **[Required, 24 CFR § 960.205]**

(vii)-Eligibility of the applicant and all adult members of the household using the Dru Sjodin National Sex offender Database (website http://www.nsopw.gov) to confirm that the applicants are not Lifetime registered sex offenders. This screening should also include background checks on juvenile household members to the extent allowed by state and local law.

(1) In order to request information necessary to screen applicants for lifetime sex offender registration requirements, the O/A's, and PHA application should include a question asking whether the applicant or any member of the applicant's household is subject to a lifetime state sex offender registration program in any state. Failure to respond to this question will jeopardize the approval of the application.

(b) Families determined to be qualified will be notified by PHA of the approximate date of occupancy insofar as that date can be reasonably determined. **[Required, 24 CFR § 960.207(b)]** However, the date stated by PHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors PHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location. **[Required, 24 CFR § 960.207 (b)]**

(c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from PHA, stating the basis for such determination. PHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. **[Required, 24 CFR § 960.207(a)]**

(d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and under-utilization. It is also fully compliant with HUD rules related to Occupancy Standards.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms	Min Persons/Unit (Largest Unit Size)	Max Persons/Unit (Smallest Unit Size)
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10
6BR	10	12

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except units will be so assigned that:

(a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, or couple, to occupy the same bedroom, although they may do so at the request of the family.

(b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.

(c) Two children of the opposite sex 5 years of age and older will not be required to share a bedroom, although they may do so at the request of the family.

(d) 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. In determining unit size, PHA may count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, court order custody, or is away at school. Factors that might affect the decision: length of time the family member would be housed, ages of the family members, and ability to use the living room as sleeping quarters.

(e) A single head of household parent shall not be required to share a bedroom with his/her child over the age of four, although they may do so at the request of the family.

(f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.

2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific

situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The PHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the PHA will choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the PHA's decision could include cultural standards; length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the PHA's choice, they will be placed on the appropriate waiting sublist by unit size.

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

III. Tenant Selection and Assignment Plan

For Parris Towers, Powell Towers, Cumberland Towers and Sunset Terrace

A. Organization of the Waiting List

1. Site Based Waiting List

It is PHA's policy that each applicant shall be assigned his/her appropriate place on a Site Based waiting list, in sequence based upon:

- Type and size of unit needed by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- Applicant preference or priority, if any; and
- Date and time the application is received.

PHA will maintain its waiting list in the form of records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

B. Unit Offers to Applicants

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is described below. The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.

2. PHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

3. Further, in the selection of a family for a unit with accessible features, PHA will give preference to families that include a person with disabilities who can benefit from the unit features.

4. In selecting applicants for offers of units, PHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, PHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 and local housing needs and conditions.

5. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the PHA will make an offer to an applicant who does not qualify for a local preference. Certain types of transfers will also be processed with new admissions. See Section G. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 3 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone the PHA will send a letter by first class mail.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

C. Due Process Rights for Applicants

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep PHA appraised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;

2. The applicant requests that his/her name be removed from the waiting list;

3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria[11]; or

4. The application is withdrawn because the PHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact PHA[12] either by returning the update postcard or in person, bringing proof of identity;
- When three working days have elapsed from the date when the PHA mails the letter, if there is no response from the applicant, the applicant will be sent a second letter by first class mail;
- If an applicant contacts the PHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
- When PHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, PHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.

5. Persons who fail to respond to PHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances PHA shall reinstate these individuals to their former waiting list positions.

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[11] All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

[12] Except that PHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

D. Good Cause for Applicant Refusal of Unit Offer

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 PHA, clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of "good cause" for refusal of an offer of housing include, but are not limited to:

- The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no UPCS deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
- The unit is inaccessible to source of employment, education, or job training, or educational program for children with disabilities[13], so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or an educational program for children with disabilities;
- The family demonstrates to PHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
- The applicant is serving in a sequestered jury at the time of the unit offer.

2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)

3. PHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

[13] If the applicant has a child participating in such a program.

E. Dwelling Units with Accessible/Adaptable Features

1. Before offering a vacant accessible unit to a non-disabled applicant, PHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under PHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, PHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

F. Leasing and Occupancy of Dwelling Units

Initial intake and applications for admission and transfer will be processed at the Site Office. Waiting list management, screening, and assigning of housing (including transfers) will be made from the Site Office, to be monitored by the Property Manager and Director of Property Management Public Housing. Offers may be made in person, in writing or by phone from the Site Office or the development.

G. Transfers

PHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive[14] transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of five admissions to each transfer when PHA occupancy rates are at 95% or higher. The specific definitions of each type of transfer are covered in Section VI, Transfers, below.

2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section D above without losing their position on the transfer list.

3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.

4. Tenants are entitled to use the PHA Grievance Procedure if they are refused the right to transfer or if PHA is requiring them to transfer and they do not want to do so.

[14] If the PHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

IV. MISSED APPOINTMENTS

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

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

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

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

If the representative of the HA and/or Hearing Officer makes a determination in favor of the applicant/tenant, the HA will comply with decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officers decision.

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

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

Applicants must notify the HA, in writing, if their address changes during the application process.

V. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations **[Required, 24 CFR § 966]**.

2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by an authorized representative of PHA, prior to actual admission. **[24 CFR § 966.4 (p)]**

3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed at the Site Office or Development.

4. If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling into which the family moves. **[24 CFR § 966.4 (c)(3)]**

5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

(a) A new lease agreement will be executed, or

(b) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and an authorized representative of the Housing Authority. **[24 CFR § 966.4 (o)]**

6. Residents must advise PHA if they will be absent from the unit for more than 7 days. Residents are required to notify the Property Manager and make arrangement to secure the unit and provide a means for PHA to contact the resident in the event of an emergency. Failure to advise PHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. When offering units, PHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with PHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the Site Office will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **PHA Procedure on Taking Applications and Initial Processing**.)

2. Once the unit is shown and the applicant accepts the unit, the Site Office will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then reviewed by the Site Office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy. [24 CFR§ 966.4 (i)]**

3. The Site Office will show and lease units of the appropriate size.

If an exception to PHA's largest unit standard is approved for the applicant, this information will be noted in the resident folder. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

C. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. **[24 CFR §§ 960.209 (b) and 966.4 9 (a)(2)]** Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. **[24 CFR § 966.4 (f)(3) & (c)(2)]** All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, PHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the PHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from PHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

(a) Resident plans to be married and files a request to add the new spouse to the lease;

(b) Resident is awarded custody of a child over the age for which juvenile justice records are available;

(c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child (ren) over the age for which juvenile justice records are available;

(d) A unit is occupied by a remaining family member(s) under age 18 (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 the household; and

(e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify PHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by PHA and the entire household will be subject to eviction. **[24 CFR § 966.4 (f)(3)]**

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on PHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Property Manager. Visits of more than three and less than 14 days are permitted, provided they are reported to the Property Manager within 72 hours and authorized by the Property Manager. Visits of more than 14 calendar days shall be authorized only by the Director of Property Management with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. **[24 CFR § 966.4 (f) (2)]**

7. Residents will not be given permission to allow a former resident of PHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. **[24 CFR § 966.4 (f)(3)]** The resident has the responsibility to report the move-out within 10 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as new applicant households for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by PHA in making determinations under this paragraph.

9. Marriage: Both parties of marriages must pass initial screening. Failure to pass screening by either member disqualifies both parties from admission to Public Housing. At any time either party of the marriage is disqualified from Public Housing, both parties of the lease will be terminated.

VI. Transfer Policy

A. General Transfer Policy

1. It is PHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. **[Required, 24 CFR § 100.5]**

2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee. **Residents wanting to transfer to another Site or Development must make application at the Site or Development the wanting to move to must be placed on Wait List as all other applicants and following the same eligibility/screening process as all other applicants.**

3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

(a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by PHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or, based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

These transfers shall take priority over new admissions.

(b) Category 1 Administrative Transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the central office at 201 East Roosevelt Road. The Resident shall provide the necessary documentation to substantiate the need for transfers. Transfers may also be initiated by PHA (e.g. moving a person with mobility problems to a unit with accessible features).

(c) Category 2 Administrative Transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (under the PHA's standards) as described below.

These transfers can take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is so large that the household members over age 4 would equal more than two persons per bedroom (underhoused). **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

(d) Category 3 Administrative Transfers are mandatory transfers within sites or between sites may be made to: transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms (overhoused). Correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

These transfers will not take priority over new admissions. They can be processed at the rate of one transfer to five admissions.

(e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

These transfers can take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.

2. Whenever feasible, transfers will be made within a resident's area.

C. Processing Transfers

1. A site based transfer waiting list will be administered by Site Office. Property Manager is responsible for submitting requests for transfer including necessary documentation to Director of Property Management for approval.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers, at a rate of (3) three transfers to each admission, when occupancy rates are above 95%.
- Category 3 Administrative Transfers at a rate of (5) five transfers to each admission. , When occupancy rates are above 95%.

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under-housed status.

4. Residents in a Category 2 under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Site Office will record transfer recommendations and forward to Director of Property Management for review.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, PHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits PHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 5 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

D. Good Record Requirement for Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

(a) Have not engaged in criminal activity that threatens the health and safety of residents and staff;

(b) Do not owe back rent or other charges, or evidence a pattern of late payment;

(c) Meet reasonable housekeeping standards and have no housekeeping lease violations; and

(d) Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements will be made for emergency transfers or may be made when it is to PHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the Director of Property Management taking into account the recommendation by the Property Manager.

Absent a determination of exception, the following policy applies to transfers:

(a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed; back rent is paid in full.

(b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. <u>Incentive Transfers</u>

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

(a) Incentive Transfers - PHA may occupy recently modernized and scattered site units through incentive transfers. Depending on PHA's vacant unit status, modernized units will be filled

with incentive transfers, new applicants, or a combination of both. PHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.

(b) Resident requests for incentive transfers should be made to the Director of Property Management. Property Manager may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met.

(i) Residency in a PHA development for at least three years.

(ii) No more than one repayment agreements, or unpaid balances at any time in the past two (2) years.

(iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.

(iv) Good housekeeping record.

2. Incentive transfers are Category 2 administrative transfers.
3. No exceptions will be granted to the good record requirement for incentive transfers.
4. Denial of an Incentive Transfer is subject to the Grievance Procedure.

F. Cost of Transfers

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the Property Manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by PHA. Transfers requested or required by PHA may be paid for or made by PHA.

2. The Landlord may provide movers for elderly and handicapped residents who are required to move as a result of being overhoused/underhoused.

VII. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XIII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

3. Whose family members, of any age, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. **[24 CFR § 5.5]**

5. Who are in compliance with the PHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

6. The Recertification/Reexamination documents include a question asking whether the tenant or any member of the tenant's household is subject to a lifetime state sex offender registration program in any state. This information will be verified by using the Dru Sjodin National Sex Offender Database and this documentation will be maintained in the resident's file.

7. Reexaminations are done annually at each site for each resident. Reexam process must begin at least 120 days prior to the effective date of the reexam. The anniversary date for each resident reexam to be effective is the date of move in.

B. Remaining Family Members and Prior Debt

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. PHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.

2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Periodic Reexamination

1. Regular reexaminations: PHA shall, at least once a year, re-examine the incomes of all resident families, except those paying Flat rents, for whom reexaminations of income will occur every three years. **[24 CFR § 960.209 (a)]**

2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

3. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claming zero income will also be asked to complete a family expense form. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

5. Reexamination Procedures

(a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.

(b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder.

(c) A credit check may be run at recertification to help detect any unreported earned income, and family members not reported on the lease, etc. **[24 CFR § 960.206] EIV REPORT MUST BE DONE ON EACH RESIDENT AT REEXAMS. EIV REPORT MAY ALSO BE DONE AT OTHER TIMES DURING TENANCY.**

(d) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the resident as a family or as the remaining member of a family;

(ii) Unit size required for the family (using the Occupancy Guidelines); and

(iii) Rent the family should pay.

(e) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.

(f) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. **[24 CFR § 5]**

(g) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Deputy Executive Director for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. **[24 CFR § 966.4 (c)(2)]**

6. Action Following Reexamination

(a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. **[24 CFR § 966.4 (c) & (o)]**

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. **[24 CFR § 966.4 (c)(3)]**

VIII. Interim Rent Adjustments: Fixed Rent System

A. Rent Adjustments

1. **Residents are required to report all changes in family income, composition or status** to the Site Office in which resident resides within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. Residents are also required to report interim increases in income if they have been granted interim rent reductions.

INCOME CHANGE	PHA ACTION
(a) Decrease in income for any reason, except for decrease that lasts 30 days[15]. Increase in income following PHA granting of interim rent decrease.	PHA will process an interim reduction in rent if the income decrease will last more than 30 days. PHA will process and interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	PHA will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, will grant the disallowance.
© Increase in unearned income (e.g. COLA adjustment for social security.)	PHA will defer the increase to the next regular reexamination.
(d) Increase in income because a person with income (from any source) joins the household.	PHA will defer the increase to the next regular reexamination.

2. **Annual Income excluded (EID):** The entire amount of increased earned income is excluded for the first 12 months following the point when the employment begins, and 50-percent of the increased amount is excluded for the second 12 months after the beginning of employment. There is a maximum term for the combined full and 50-percent exclusion of 48 months beginning the month following the time of the first employment-related exclusion. If residents fail to report in a timely manner, the PHA may assume that they are still employed and that the exclusion period is still in effect. Note: See Section XII, B. 13.

3. PHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. PHA will simply make a note of the reported increase in the resident's file. PHA will process interim changes in rent in accordance with the information below:

4. Interim Redetermination of Rent: - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.

A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's

[15] Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.

income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.

B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.

C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.

E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.

F. A tenant who has had an income reduction\increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

5. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. **[24 CFR § 960.206]**

6. PHA will process interim adjustments in rent in accordance with the following policy:

(a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.

(b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

7. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the PHA. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. PHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with PHA's dwelling lease. **[24 CFR § 966.4 (c)(2)]**

IX. Lease Termination Procedures

A. General Policy: Lease Termination

It is PHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations **[24 CFR § 966.4 (l)(2)]** and the lease terms.

B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by PHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related criminal activity. **[24 CFR § 966.4 (l)(3)]**

2. Notices of lease termination may be served personally and posted on the apartment door.

3. The Notice shall include a statement describing rights of any resident with a disability to meet with the PHA designee and determine whether a reasonable accommodation could eliminate the need for the lease termination.

4. HUD Notice, PIH 2006-23 Informs Public Housing Agencies of the passage of Violence Against Women Act (VAWA). Violence Against Women Act prohibits the eviction of, and removal of assistance from, certain persons living in public housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United State Housing Act of 1937 as amended by VAWA (42 U.S.C. 13025).

C. Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by PHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

D. Lease Term and Notice To Vacant

The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease. If the tenant submits a "notice to vacate" to vacate the premise prior to the end of the term of the lease the notice must be given 30 days in advance of the tenant vacating. The lease can only be terminated on the last day of the 30 Day "Notice to Vacate." The tenant may vacate prior to the end of the 30 Day "Notice to Vacate," but the lease will still be in effect until the last day of the 30 Day "Notice to Vacate." Once vacated the HA will take possession. No partial or pro-rated monthly payments will be refunded.

X. Utilities

In certain of PHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by PHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. **[24 CFR § 965 & 966.4 (b)(2)]**

A. Resident-Paid Utilities

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.

2. When a resident's Total Tenant Payment is less than the utility allowance, PHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf.

3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.

4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that PHA will be notified if the resident fails to pay the utility bill.

5. 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 Rejection.

6. Maintaining utility services and paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the PHA. Monthly the check meters shall be read by the PHA and each tenant charged for any consumption in excess of the utility allowance.

2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

XI. Flat Rents

A. Flat Rents

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998, and are market-based rents. Accordingly, they will vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents will be offered the choice of paying an income-based rent or the Flat rent. Tenants that select flat rents will not receive a utility allowance or reimbursement. Flat rents represent the actual market value of PHA's housing units. Accordingly, PHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Size of PHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of PHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at PHA's properties and in the surrounding neighborhood
- Crime in PHA's developments and the surrounding neighborhood
- Quality of local schools serving each PHA development
- Availability of public transportation at each PHA development
- Availability of accessible units for persons with mobility impairments.

B. Annual Update of Flat Rents

Federal rules require PHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the PHA property or the surrounding neighborhood would affect PHA's flat rents at selected developments.

C. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

XII. Definitions and Procedures to be used in Determining Income and Rent

A. Annual Income (24 CFR 5.609)

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 family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

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

2. The net income from 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 shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;

If the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);

6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) 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; and

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Items not Included in Annual Income [24 CFR § 5.609]

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;

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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

[See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]

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 (See Section XIII of these policies);

6. The full amount of student financial assistance paid directly to the student or the educational institution; **(FR Vol. 60, #65/ 5 April 1995)**

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

8. Certain amounts received that are related to participation in the following programs:

   (a) Amounts received under HUD funded training programs (e.g. Step-up program: 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 Supplemental Security Income 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 that 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 resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and

   (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA;

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 the household and spouse);

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

13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services worth at least $500, **will not be increased during the exclusion period**. For purposes of this paragraph, the following definitions apply:

(a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least $500.

(b) During the 12 month period beginning when the member is first employed or the family first experiences an increase in income the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.

(c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.

(d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission.

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

15. 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;

16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 **[7 USC 2017 (h)];**
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 **[42 USC 5044 (g), 5088]**;

  Examples of programs under this Act include but are not limited to:

  — The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

  — National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

  —Small Business Administration Programs such as the 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).
- Payments received under the Alaska Native Claims Settlement Act **[43 USC.1626 (a)];**
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes **[(25 USC. 459e];**
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program **[42 USC 8624 (f)]**;
- Payments received under programs funded in whole or in part under the Job Training Partnership Act **[29 USC 1552 (b)]** ;
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians **[Pub. L. 94-540, 90 State 2503-04];**
- The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **(25 USC 1407-08),** or from funds held in trust for an Indian Tribe by the Secretary of Interior **[25 USC 117b, 1407];** and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs **[20 USC 1087 uu].**

  — Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 **[42 USC 3056 (f)]:**

  — Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 **(Pub. L. 96-420, 94 Stat. 1785)**;
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 **(42 USC 9858q)**;

- Earned income tax credit refund payments received on or after January 1, 1991 **(26 USC 32 (j)).**

C. Anticipating Annual Income [24 CFR § 913.106 (d)]

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 only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income [24 CFR § 913.102]

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

For All Families

1. **Child Care Expenses —** A deduction of amounts anticipated to be paid by the family for the care of children 12 years of age and younger for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to 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 years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

3. **Work-related Disability Expenses —** A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the 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.

a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

4. **Earned Income of Minors –** All amount earned by family members other than the head or spouse who are under age 18.

For elderly and disabled families only:

5. **Medical Expense Deduction —** A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

7. **Elderly/Disabled Household Exemption** — An exemption of $400 per household. See Definitions in the next section.

8. **Optional Deductions/Exemptions**: PHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

E. <u>Rent Computation</u>

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will be paid directly to the utility company by the PHA on behalf of the tenant.

2. **Total Tenant Payment is the highest of:**

- **30% of adjusted monthly income**; or
- **10% of monthly income; but** never less than the
- **Minimum Rent**

3. Tenant rent is computed by subtracting the utility allowance for tenant-supplied utilities (if applicable) from the Total Tenant Payment. Where the PHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

4. The Minimum Rent shall be $50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the $50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or
- Other circumstances as determined by PHA

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

Verification Standards

Overview

Housing Authorities are required by HUD regulations to verify information related to income, assets, preferences, deductions, and screening on resident and applicant families. Verification ensures both the housing authority and the family that all information contained in an application, including that used to determine basic eligibility and income-based rent calculations, is accurate. Accurate calculations also help to achieve both HUD's and Congress's goal of using limited housing resources correctly and as efficiently as possible.

Verifications are the key to high quality Occupancy administration and deserve the attention of PHA administrators and staff. Obtaining third-party verifications can be a time consuming process, since it involves reliance on outside organizations and agencies to provide information to the PHA. In the admissions area, PHAs should track the amount of time it takes to receive third party verifications when calculating how far in advance of housing a family their name should be pulled from the waiting list. For annual reexaminations, a PHA should understand how much time is needed for third-party verifications, to ensure that the reexamination can be completed in a timely manner.

The PHA is the final judge of what constitutes adequate and credible documentation and verification. If staff have doubts about the veracity or reliability of information received, they should pursue alternative methods until they are satisfied that their documentation is the best available. PHA staff is not required to accept information, simply because it is offered.

Developing personal relationships at a staff level with other agencies and local employers can improve the quality and timeliness of the information received. Some PHAs go to other agencies and employers to meet the individuals who provide verification information in order to establish a good working relationship. It is equally important that the PHA respond quickly when other agencies request permitted verification of housing assistance.

PHA staff should be prepared to explain to outside organizations and individuals the obligations of public housing tenancy to help these verification sources provide informed references about an applicant's future ability to comply with lease requirements. This is particularly important when a PHA is verifying tenant history for an applicant who is not currently residing with a landlord. Applicants living with friends, family members, in shelters or quasi-institutional settings should not simply be rejected, but verifying ability and willingness to comply with the PHA's lease can be a challenge.

The most acceptable form of verification, which must **always** be pursued to the utmost extent, is third party written verification from a reliable source. Written verification must not be hand carried to or from the source by the family. The PHA can mail or fax the verification form to the verification source, with the release section signed by the applicable family member. When the form is completed by the verification source, it can be mailed or faxed back to the PHA. Many PHAs that use mail-in verification forms provide stamped self-

addressed envelopes to speed return.

Some public agencies are equipped to provide electronic verification of certain benefits. When this type of verification is available, typically of welfare, social security or SSI>delete, the PHA is permitted (indeed encouraged) to use it. Copies of electronic messages should be placed in the appropriate applicant files and, if the PHA uses them, in the applicant's electronic file.

Third party oral verification is typically used when neither the PHA nor applicant family is successful in persuading a source to return written verification forms. In this instance, PHA staff often telephone the verification source and obtain the necessary information by asking questions from the verification form, including the name and title of the person interviewed. The staff member conducting this third party oral verification should then sign and date the form and make a note in the file about why this method was used rather than third party written verification.

If, after a thorough attempt, neither written nor oral third party verification is successful, the PHA may rely on a review of information provided by the applicant, but must document why third party verification was not obtained. When reviewing documents is not possible (e.g. when a family has just started a business), the PHA may require that the family sign a certification or notarized statement describing the relevant facts. In such a situation, the PHA may require a reexamination of information more often than annually. For example, many PHAs require residents whose income is highly variable to come in quarterly for income reexamination.

In order to obtain verifications, a PHA is required to obtain a release of information from the family member about whom information is being requested. Because of legitimate privacy concerns, sources will usually not release information without the applicant's written release. Although the HUD Form 9886 is still required, Appendix VIII contains sample verification request forms that request specific types of information from various sources. It is recommended that these forms be used, since many sources will no longer accept a generic release form and because the forms request the specific type of information needed by a PHA.

In this Chapter, we will examine what information must be verified, acceptable forms of verification, the duration of an acceptable verification, file documentation and quality control.

What Must Be Verified

PHA's are required to verify information relating to eligibility, assets, income, deductions from income, admission preferences, and compliance with applicant selection criteria. Examples include:

Eligibility for admission, such as:

- Income, assets and asset income, **(§ 5.617)**
- Divested assets **(§ 5.617)**
- Family composition **(§ 5.617)**
- Social Security numbers **(§5.216)**
- Citizenship or Eligible Immigration Status **(§ 5.508)**
- Required criminal history review **(§ 960.204)**

Local or Ranking preferences, if any, such as: **(§ 960.206)**

- Displacement by natural disaster, governmental action, domestic violence
- Income targeting, income tiers, deconcentration, broad range of income goals
- Preference for workers or those attending school
- Veteran or serviceperson status
- Living, working or being hired to work in the PHA's jurisdiction

Deductions, such as: **(§ 5.617)**

- Family members (other than head or spouse) under age 18
- Age, or disability of family head or spouse,
- Disability of family members other than head or spouse
- Full time student status of family members other than head or spouse,
- Child care costs,
- Disability assistance expenses (working families only),
- Unreimbursed medical costs (Elderly and Disabled Families only)

Compliance with Applicant Selection Criteria), such as: **(960.206)**

- Documented ability and willingness to abide by PHA lease requirements,
- Landlord references,
- Home visits
- Credit checks;
- Previous history of tenancy, rent paying, caring for a home,

- Utility history
- Criminal history of all adult family members /Sex Offender Check
- Special Program Requirements, if applicable, such as:
- Transitional Housing (some PHAs have a few unit operated as transitional housing)
- Congregate Housing
- Special Needs Housing

Verifying Social Security Numbers

One of the most important tools for identification is an applicant's Social Security Number. Prior to admission (including adding a new member to the lease), each family member who has a Social Security Number and who is at least six years of age is required to provide verification of that Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six, or earlier if they are issued a number. When a family is adding a new baby to the lease, the PHA can be helpful by providing Social Security Number applications forms to the family. Children on whose behalf welfare benefits are paid must have social security numbers.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the PHA should accept letters from Social Security that establish and state the number. Documentation from other governmental agencies should also be accepted that establishes and states the number. A driver's license, military ID, passports, or other official document that establishes and states the number is also acceptable. The documents used to verify social security numbers should be copied and placed in the applicant's file.

If applicants state that they do not have Social Security Numbers, the PHA should ask if the applicants have ever worked, had a bank account, received any government benefits or attended school in the United States. All of these events require a Social Security Number. If applicants respond negatively to these questions and continue to state that they do not have a Social Security Number, they are required to sign a certification to this effect. An example of someone who might not have a social security number would be an eligible immigrant who is retired and living on a pension from their former county. The PHA may not require any individual who does not have a Social Security Number to obtain a Social Security Number. Most methods of verification require the Social Security Number, so the PHA should be familiar with how an applicant may obtain a Social Security Number locally.

If applicants indicate they have Social Security Numbers, but cannot readily verify them, the family cannot be assisted until verification is provided. Applicants who have but refuse to provide Social Security Numbers are not eligible for public housing.

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

Verifying citizenship or eligible noncitizen status

Section 214 of the Housing and Community Development Act of 1980, as amended, restricts HUD from making financial assistance available for noncitizens, unless they meet one of the categories of eligible immigration status specified in Section 214.

The citizenship/eligible immigrant status of each family member, regardless of age must be determined. For each adult the declaration must be signed by the adult. For each child, the declaration must be signed by an adult (who will be residing in the unit) who is responsible for the child. All new adult and child additions to the household also must have their status determined prior to admission to the household. Evidence of eligible immigration status is required only one time during continuously-assisted occupancy.

Prior to being admitted, all citizens and nationals should be required to sign a declaration of Section 214 status under penalty of perjury. They should be required to show proof of their status by such means as birth certificates, passports, bapismal certificates, military ID or military DD 214 Form.

Prior to being admitted, all eligible noncitizens who are 62 years of age or older should be required to sign a declaration of Section 214 status under penalty of perjury. They should also be required to show proof of age.

Prior to being admitted, all eligible noncitizens younger than age 62 must sign a declaration of their status and a verification consent form and provide their original Immigration and Naturalization Service (INS) documentation. The PHA should make a copy of the individual's INS documentation and place the copy in the file. The PHA also should verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the PHA should mail information to the INS so a manual verification can be made of INS records.

Evidence of citizenship or eligible immigration status

For citizens, the evidence consists of a signed declaration of U.S. citizenship. The HA verifies citizenship status through a birth certificate, U.S. passport, military identification card or DD-214 form. A picture identification card (such as a driver's license, state ID, student ID, etc.) should be used to verify that the individual listed on the birth certificate is, indeed, the applicant. Copies of all documents must be retained in the tenant file.

For noncitizens, the evidence consists of the signed declaration of eligible immigration status and one of the following:

- Alien Registration Receipt Card
- Arrival-Departure Record, with one of the following annotations:
  - Admitted as Refugee Pursuant to Section 207
  - Section 208
  - Asylum
  - Section 243(h)
  - Deportation stayed by Attorney General
  - Paroled Pursuant to Section 212(d)(5) of the INA

- Unannotated Arrival-Departure Record, with one of the following:
  - Final court action granting asylum, if no appeal is taken;
  - Letter from INS asylum officer or district director granting asylum;
  - Court decision granting withholding of deportation; or
  - Letter from asylum officer granting withholding of deportation
- Temporary Resident card, annotated :Section 245A" or "Section 210"
- Employment Authorization Card, annotated "Provision of Law 274a.12(11)" or "Provision of Law 274a.12"
- Receipt issued by the INS indicating that the application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified.

The INS periodically publishes additional acceptable evidence in the *Federal Register.*

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

Noncitizen students on student visas, though in the country legally, are not eligible to receive housing assistance through the public housing program, although they may be part of a "mixed" family paying a pro-rated rent if at least one family member is either a citizen or an eligible immigrant.

Any family member who chooses not to contend eligible immigrant status must be listed on the statement of non-eligible members.

If no family member is determined to be either a citizen or an eligible immigrant, the family is not eligible to be admitted to public housing and must be rejected.

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

If the PHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their unit, the family's lease should be terminated. Such family should not be eligible to be readmitted to public housing for a period of 24 months from the date of termination.

Verification of eligible immigrant status through the INS SAVE system

Primary verification of the immigration status of the person is conducted by the PHA through the INS automated system, Systematic Alien Verification for Entitlements (SAVE). The SAVE system provides the following information: Alien Registration Number, Verification Number, First Name, Last Name and Immigration Status messages.

SAVE System users can contact 1-800-467-0375 if they have any questions regarding the INS SAVE Program.

Verifying Annual Income

Verification of annual income is critical to ensure program integrity and is used to determine program eligibility, award preference (if applicable) and determine income-based rents. PHAs must have a good understanding of what constitutes income (See Section 3.1.1) and must ensure that they are consistently asking every applicant and tenants for all of the required information. It is critical that PHAs not make assumptions about whether someone may or may not have a particular type of income. For example, even if there are no children in the family, a family member may be receiving child support payments resulting from back payments owed to the family member. Likewise, even very low-income families may have asset income.

- Projections of Annual Income shall be based on the best available information, with due consideration to the past year's income, current income rate and effective date; and shall include estimates for each income recipient in the family group. **(§5.617)**
- If third party written and oral verifications of employment through an applicant or resident's employer cannot be obtained, the PHA may review (and copy) pay stubs. At least three months' worth of pay stubs should be compared and more may be needed if the reexamination of income is occurring at a slow time for the individual's seasonal employment.
- The income of irregular workers should be estimated on the basis of the best information available, with consideration to earning ability and work history. Estimating the income of irregular workers is difficult at best. Some PHAs have success in requiring the resident to report actual income quarterly and adjusting the rent to reflect that actual amount (albeit one quarter behind). It is obviously unwise to base the current year's income based rent on last year's income, since the two years can be radically different.
- When a tenant or applicant reports zero income, the PHA should make an appointment and visit the tenant in the unit to determine the likelihood of the tenant's report. If the tenant has a car, a telephone, cable television, smokes, or has other evidence of some form of income, the applicant should be asked about the source of income supporting cash expenditures when zero income is reported.

  In some cases, the cash expenditures can be readily explained by the presence of excluded income, such as state payments for foster children cared for by the resident. If there is no excluded income, however, the PHA must determine how the resident is maintaining the observed lifestyle in the absence of income.

  Many applicants and tenants (and some PHA staff) may be unaware that regular contributions (including non-cash contributions) to the household must be considered income if they are not for medical expenses. For example, if someone who is not a household member pays the telephone bill or car payment every month, or buys gas, tires and insurance for the car, these contributions would be considered income for the purposes of the public housing program. Appendix VIII contains a Zero Income Form that may be used to assist in determining the actual income of a family reporting zero income.

  A family budget or statement of financial responsibility may be required from the applicant. Investigations may include ordering a credit report on the tenant.

  PHAs encounter a certain number of applicants claiming to have no income over a substantial period of time. This is only credible if the applicant has a very Spartan lifestyle. PHAs must determine the

source of income when the family's actual lifestyle conflicts with their claim of zero income.

- Overtime income should be computed in accordance with verification obtained from the employer.
- Income is the most important factor in determining a family's eligibility and income based rent. Income verification methods include: **(7465.1 REV-2 ¶ 2-14(a))**
- Written third-party verification (with an appropriate release) through an employer or public agency. PHA staff may update this verification by phone provided a memorandum to the file is prepared.
- PHA review of information (when neither written nor oral third party verification is successful) provided by the family such as:
  - benefit checks or award letters, such as social security or disability award statements
  - IRS tax forms, including Form 1099, Form 1040, Form 4506 and Form 8821
  - W-2 forms
  - Paycheck stubs (at least three month's worth)
  - Child Support Payment cancelled checks and/or award letters

In the absence of any of the above, affidavits from the family describing the amount and type of income is acceptable documentation.

Enterprise Income Verification Techniques:

- PHAs are required to use EIV to verify SS/SSI benefits of current participants and household members. PHAs are required to print the EIV Income Report and confirm with the tenant that the current listed benefit amount is correct. If the tenant agrees with the current EIV-reported amount, the PHA will use the gross benefit amount to calculate annual income from social security benefits.
- If the tenant disputes the EIV-reported benefit amount, or the benefit information is not available in the EIV System, the PHA is required to request the tenant to provide current (dated within the last 60 calendar days) SSA benefit letter. If the tenant is unable to provide the requested document, the PHA will direct the applicant/tenant to the SSA's website, Social Security Online, at www.socialsecurity.gov or provide SSA's toll-free number (800-772-1213).
- HUD has implemented the use of Enterprise Verification techniques for tenant income verification. These techniques have been developed to reduce the error rate in applicant and tenant income reporting, verification of information by PHAs and rent calculations. The enterprise verification sources available to PHAs include:
- Tenant Assessment Sub-System

  TASS matches Social Security and Supplemental Security Income to HUD's MTCS and TRACS databases. Information on accessing TASS can be found at www.hud.gov/reac/products/tass/tass_guide_ssi.html.
- State Wage Information Collection Agencies (SWICAs)

  SWICAs (often part of the State's Department of Labor) are a source of employers and reported wages. SWICAs must share data with PHAs on request. SWICAs may charge a fee for providing the information and the PHA may need to enter into a Memorandum of Understanding with the

SWICA for the information. For more information, see www.loc.gov/global/state/stategov.html.

- Credit Bureau Association (CBA) Credit Reports

  The CBA Credit Profile comes from a consumer credit database. The credit profile contains public record information, credit relationships, inquiries and demographic information. CBA reports can be used to determine credit history and ability to pay rent. Additional information may be found at www.cbainfo.com.

- The Work Number

  The Work Number is an automated service that provides controlled access to a national database of almost 40 million employment and income records. The information should be provided to PHAs at no cost, but the turnaround time can be longer than the fee-for-service credit reports. Additional information may be found at www.theworknumber.com.

- Internal Revenue Service (IRS) Letter 1722

  The tax account listing shows the applicant/tenant filing status, exemptions claimed, adjusted gross income, taxable income, taxes paid, etc. Individuals may obtain their own listing by calling the IRS at 1-800-829-1040. PHAs can inform residents that this would be an acceptable form of third party verification.

Limitations on verifications related to disabilities and medical information

In general, PHAs are not permitted to inquire about and should not verify detailed information related to the nature or extent of an applicant's or resident's disability or medical history. The PHA is permitted to require verification of the presence of a disability that meets the Federal definitions before extending the special rights and protections guaranteed to persons with disabilities. Verified receipt of social security or SSI disability payments document the disability of a family member on whose behalf the payments are made, but persons who do not receive such payments may also qualify as persons with disabilities. A verification form is provided in Appendix VIII.

The rights and protections to persons with disabilities include providing units with special features or modifying units, buildings or programs to make them accessible, and providing reasonable accommodations in the way the PHA's programs are operated. Applicants or tenants with disabilities have the right to withhold the fact that they have a disability, but, in this case, the PHA is not required to extend the protections available to persons with disabilities to such applicants or tenants.

The PHA should inquire of **all** applicants whether a unit with special features or some other accommodation in processing is needed because of a disability. Appendix VIII contains a form the applicant may complete regarding the need for special features. In this instance, the PHA would verify the presence of a disability or handicap and whether the special unit features requested by the applicant were needed.

Similarly, if an applicant or tenant requests a Disability Expense Deduction for rent computation, the PHA would verify the presence of a disability, whether the expense claimed is needed to permit a family member (including the family member with the disability) to work, and the annual amount of the deduction claimed.

When a PHA is performing screening, it typically examines the housing histories of applicants for the past three to five years. As a general rules this is a good practice. The PHA should, however, permit applicants with disabilities who have spent some or all of the past three to five years in medical facilities receiving treatment to provide only third-party verification of the dates (beginning to end) when they were receiving

treatment and were not living in housing. The term "medical facilities" means hospitals, clinics or other institutions whose primary purpose is medical or clinical care. The term does not include halfway houses, group homes or transitional living facilities which are primarily housing facilities that might include a service component.

Persons in this situation may not be required to document the nature of the condition for which they were being treated, nor may they be required to divulge any other medical information, including the name of the medical treatment facility.

Since medical treatment facilities are not equivalent to housing, there being no rent charged, no responsibility for unit maintenance, no opportunity to engage in criminal conduct, and no lease in effect, the housing provider loses nothing by not being able to verify future lease compliance through medical facilities.

PHAs may require an applicant to provide other verification of ability to comply with the essential provisions of the lease, if the applicant verifies only the dates during which the applicant was in a medical facility and the period covered by the medical treatment is recent or of significant duration.

Other verification of ability to comply with the essential provisions of the lease might include proof of financial responsibility (making a regular monthly payment other than rent), some demonstration of ability to care for property or proof of training in how to care for an apartment, verification that the applicant is not engaged in criminal activity, and other documented evidence that the applicant can comply with sensible rules similar to the housing authority's lease. A PHA is not required to offer housing to an applicant who are unwilling or unable to provide documentation of ability to comply with the essential obligations of the lease.

Another instance in which verification of information related to a disability would be permitted relates to the PHA's consideration of mitigating circumstances during screening. Nothing would prohibit the PHA from seeking verification of medical information presented by an applicant with disabilities who would otherwise be unable to comply with the tenant selection criteria. Such medical information is usually offered either to explain mitigating circumstances or in seeking a reasonable accommodation.

For example, if an applicant had a poor rental history but stated that the previous history was caused by a disability that is now being successfully treated, the PHA would be permitted to verify that:

- the applicant did, in fact, have a disability; and
- the former problems were caused by the disability; and
- the present treatment can reasonably be expected to prevent the recurrence of the problems.
- the PHA would neither need nor be permitted to ask for the applicant's diagnosis, description of treatment or medication or other information about the nature or extent of the disability.

If an applicant's former housing problems were due to the applicant's resisting or refusing treatment, the PHA would be justified in verifying whether the applicant would be reasonably likely to continue with the current treatment. In this instance it still would not be necessary for the PHA to obtain medical information beyond verifying the applicant's assertions about the reasons for past problems, the likelihood of continuing treatment and that the treatment will remedy the problem.

A difficult issue in verification is that raised by applicants whose history suggests that they may be users of illegal drugs, but who are claiming to be in recovery or rehabilitated. No PHA may admit a current user of illegal drugs, both because the law forbids such admissions and because of the potential for attracting drug-related crime. The Fair Housing Act explicitly states that current users of illegal drugs are not a protected class and permits providers to reject such applicants.

At the same time PHAs should not engage in screening that excludes **former** users of illegal drugs (people in recovery). Former users in recovery whose housing histories reveal no problems that would point to future lease compliance problems are typically admitted without fanfare because, very often, screening staff are unaware of the applicants' status as former substance abusers.

The PHA may request information from a drug abuse treatment facility only if the PHA has adopted one of the following policies:

- The PHA submits a request for information to a drug abuse treatment facility for all families before admitting any family before admission to pubic housing; or
- The PHA submits a request to a drug abuse treatment facility only for those applicant family members:
- Whose criminal record indicates a prior arrest or conviction for any criminal activity that may be a basis for denial of admission; or
- Whose prior tenancy records indicate that the proposed household member engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of other residents.

The PHA may require an applicant to document that he or she is in recovery if objective evidence (such as statements of the applicant or landlord, home visit reports, police reports, or claims by the applicant seeking consideration of mitigating circumstances) raises a question about whether the applicant is a current user of illegal drugs. The final report of the Occupancy Task Force suggested that documentation that an applicant is not illegally using a controlled substance could include:

- Verification from a reliable drug treatment counselor or program administrator stating that the applicant is in treatment, complying with the requirements of the treatment program and not currently using a controlled substance;
- Verification from a self help program (e.g. Narcotics Anonymous - trusted servant) stating that the applicant is participating in their program, how long the applicant has been participating, and is not currently using a controlled substance (many chapters of Narcotics Anonymous refuse to provide verifications);
- Verification from a probation or parole officer that the applicant has met or is meeting the terms of probation or parole and with respect to illegal use of a controlled substance, since often probation or parole terms include substance abuse testing;
- A voluntary interview with a substance-abuse screening team made up of local professionals; and
- Voluntary drug testing. Testing should be an option, not a requirement and several parameters must guide a housing provider's use of the option:
  - Drug tests must be conducted at facilities that use the National Institute of Drug Abuse Guidelines; and
  - The test must screen for illegal drugs only and applicant's use of prescription drugs that contain controlled substances must be taken into account; and

- The housing authority must pay for all costs associated with drug testing unless the costs are otherwise reimbursed.

The questions about alcohol abuse and screening are different from those posed by illegal drug use. Alcohol is a legal drug, so simple use or even quiet abuse of alcohol is not grounds for rejecting an applicant unless the use or pattern of abuse of alcohol results in behavior that would interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. An applicant who is an alcoholic must meet the same screening criteria as any other applicant. If an applicant's housing history demonstrates behavior that would be a lease violation, screening staff would have grounds to reject the application, whether or not the behavior were related to the applicant's alcoholism.

On the other hand, if screening revealed past tenancy problems, but the applicant asserted that those problems had been caused by alcohol abuse that was no longer occurring, staff would verify the applicant's assertions. This would entail several steps:

- first, verifying that the negative behavior was, in fact, caused by alcohol abuse, next, documenting (using methods similar to those described above for former users of illegal drugs), next
- that the applicant was no longer abusing alcohol, and, finally,
- looking at the applicant's housing history since entering recovery to ensure that no other screening problems still exist.

The point is that the PHA must look at each applicant's behavior, not his or her alcoholism. Some people who abuse alcohol damage their own health but still never engage in behavior that would violate the lease.

Verifying Applicant Selection Criteria

As described in Section 3.3, the purpose of screening is to avoid admitting an applicant who will not honor the lease. Verification standards for screening are the same as those for verifying income, preferences and other aspects of qualification for public housing. That is, third party written verifications are the preferred form of verification and other methods should be used only when third party written verification cannot be obtained.

Listed below are the approaches to verifying every applicant's performance relative to various aspects of lease compliance. All the forms referenced are provided in Appendix VIII.

Verifying past performance meeting financial obligations, especially rent and utilities: (See 24 CFR 960.205 (b) (1))

- If the applicant is currently leasing from a private landlord, this aspect of tenant history should be documented by first obtaining written third party verification from the current landlord and at least one prior landlord and utility suppliers (if applicable). The Landlord Verification Form (Appendix VIII) can be used to gather information about past performance meeting rental obligations. The Utility Verification Form (Appendix VIII) can be used to collect utility history.

  If verification of timely rental payments (and utility payments, if applicable) are received from landlord(s) and utility suppliers, no further documentation of past performance meeting financial obligations, especially rent, need be collected.

- If the applicant has no landlord reference (e.g. because of living with friends or family or in an institution or shelter) or if the landlord reference is ambiguous, an alternative method of verifying ability to meet financial obligations is a credit check on the applicant. In addition, the PHA may check court records for evidence of evictions or judgments against the applicant. The purpose of these checks is to obtain information on the applicant's past history of meeting financial obligations and future ability to make timely rent payments.

  - In the absence of credible landlord references with respect to past performance meeting rental obligations, in addition to the credit check, the PHA should contact the current housing provider with a request that someone with knowledge of the applicant's behavior and abilities complete the PHA Verification of Ability to Comply with Lease Terms Form (Appendix VIII)[16]. This form would be used only for applicants without landlords or without credible landlord references.

    Staff may also use the Checklist: Ability to Comply with Lease Terms (Appendix VIII)for interviews with applicants without landlords.

    If the PHA personnel have questions about information received, they may contact the former housing provider in order to get reliable and credible documentation.

Verifying disturbance of neighbors, destruction of property, or living or housekeeping habits that would pose a threat to other tenants (See 24 CFR § 960.206)

- The PHA can check for these potential problems with the current landlord and at least one former landlord using the PHA Landlord Verification Form (Appendix VIII)

- In addition to checking with landlords, when feasible the PHA should consider making a home visit to all some or all eligible applicants to verify whether an applicant disturbs neighbors, destroys property or has living or housekeeping habits that would post a threat to other tenants. For example, if it is not feasible or too expensive to make home visits to all applicants, a cost effective approach is for the PHA to visit only applicants that have passed the criminal history check and either do not have landlord references or have incomplete or questionable landlord references. (Either very good or very bad landlord references would not necessarily require a home visit, since, in the former case the applicant would pass and in the latter case the applicant would fail).

  Only trained PHA personnel should perform home visits. To avoid possible bias, it is necessary to achieve a standardized approach to home visits. All staff performing home visits should be trained to recognize and document properly what constitutes an unacceptable condition and apply the same standards.

[16] This applies to applicants who are living with friends or relatives, applicants coming from institutions or shelters, and applicants with no housing at all. In order to get a complete enough picture of the applicant to make an informed decision about admission or rejection, PHA may have to ask a number of individuals or institutions about the applicant. The questions asked should all be about the applicant's past history of lease compliance and the applicant's future ability and willingness to abide by the terms of the PHA's lease. To ensure that persons contacted really understand the questions the PHA is asking, it may be necessary for PHA staff to make a one-page summary of the key aspects of the PHA's lease to share with verification sources. The PHA staff must consider the credibility of the sources. Friends, family, institutions and shelters may very well have a vested interest in seeing the applicant move to the PHA. Conversely, some institutions will underestimate applicant's abilities simply because applicant's responsibilities in the institutions are so limited.

The staff performing the home visit should be trained to note the difference between damage to the current residence that has been caused by the applicant, as opposed to substandard conditions in the unit that are the responsibility of the landlord. Applicants should be notified of home visits at least two days in advance. The PHA staff may use the PHA Home Visit Form (Appendix VIII).

To help overcome individual differences in inspectors, any inspection form should ask for a description of unacceptable conditions. The inspector should give a succinct but complete report of exactly what conditions warrant an unsatisfactory rating. For example: "Dirty dishes piled on the table and counters, dirt and food on the floor, stove and refrigerator very dirty, noticeable odor and roach infestation."

If the applicant is not currently living under a lease with a landlord, the current housing provider should be asked to verify the applicant's ability to comply with PHA lease terms as it relates to this criterion. Any area for which the applicant has upkeep responsibility should be inspected.

- The PHA Police Record Verification Form (Appendix VIII) or criminal history reports from police departments may be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest.
- An applicant's behavior toward PHA staff should be considered in relation to future behavior toward neighbors. Physical or verbal abuse or threats by an applicant toward PHA staff should be noted in the file and may be the basis on which the applicant is denied housing.
-

Verifying involvement in criminal activity on the part of any applicant family member that would adversely affect the health, safety or welfare of other tenants (See 24 CFR § 960.205(b)(3)

- Verification of criminal activity actually is used for both eligibility and screening determinations. Involvement in criminal activity by any member of an applicant family that would adversely affect the health, safety or welfare of other tenants or drug related criminal activity should be verified using either the PHA Police Record Verification Form (Appendix VIII) or police reports. In addition, the current or former landlord should be asked to indicate problems in this area during the applicant's tenancy.

  The PHA is directed by **24 CFR 5.905 and 24 CFR 960.204** to check all applicants' history of criminal activity. The PHA Police Record Verification Form lists types of offenses that might be problematic in a public housing setting. To summarize, the PHA should be looking for history of crimes that would result in denial for eligibility or demonstrate lease violations if they were committed by a public housing resident. There are a wide variety of other crimes (embezzlement, for example) that cannot be claimed to adversely affect the health, safety or welfare of the PHA's residents.

  The PHA Police Record Verification Form requests information about all adult family members. This is important, since it is not uncommon for the head of household to be a model citizen, but may have an adult son or daughter engaged in criminal activity.

  It is important for the PHA to understand what information is provided by the local police or law enforcement jurisdiction. In some areas, city police departments do not provide information to county sheriffs and local criminal information – especially Misdemeanors – may not be not provided to the state or national criminal databases. PHAs should, at a minimum, obtain the criminal history from all jurisdictions where the family has lived for the past three years.

If there are any costs associated with obtaining a criminal history (or any other screening information) from local, State or Federal sources, the PHA must bear all costs. The PHA may not pass along to the applicant the costs of a criminal records check.

A record of eviction from housing or termination from residential programs:

- Staff should use PHA records, landlord records, other court records, credit checks or other record services to verify whether the applicants has been evicted from the PHA, any other assisted housing, or any other property in the past.

  In looking at past records of eviction or program termination, the PHA should carefully review the facts. An applicant who was evicted for non-payment of rent when his rent burden was 70 % of his income cannot necessarily be rejected, since he would better be able to pay the PHA rent. On the other hand, an applicant who was evicted from subsidized housing for failure to pay rent may be unsuccessful in public housing, where the rent should be an equivalent percent of income.

  The PHA should ascertain the family's income and composition at the time of eviction or program termination, the grounds for evictions and the facts of the eviction itself.

- Record of termination from residential programs should be checked with police, service agencies and with any housing providers (but not strictly medical facilities) referred by the applicant.

  The PHA must not assume that facts related to former tenancy apply to an applicant, individual or group, where the new lessee is to be a person other than the former lessee. If there has been a change in head of household, or a family member other than the former lessee is now seeking public housing as an individual, the applicant should be held accountable by the PHA for the rental delinquency or other problems of the former lessee only if the applicant or other members of the applicant's household contributed to the cause of the involuntary termination as adults, listed on the PHA lease.

  Staff must consider the date and circumstances of any past eviction or termination in determining its relevance to PHA tenancy.

Ability and willingness to comply with the terms of the PHA lease

- If an applicant is able to document that he or she is complying with PHA lease terms in current and former residences through a combination of landlord references and the home visit, this criterion should be considered to have been satisfied. Ability to comply with PHA lease terms should be checked only in the absence of satisfactory landlord's documentation.

  Some PHAs have made a practice of a separate type of check for ability to comply with lease terms for all applicants who are over 62 or have disabilities. This is neither sensible nor legal. If any applicant can demonstrate a satisfactory history of lease compliance in prior and current housing, there is no reason to assume that the applicant will suddenly lapse into habits in public housing that violate the lease. This "presumption of disability" is a way of labeling people based on their membership in a category ("the elderly", "people with disabilities") rather than on their individual attributes. Instead, the PHA should focus their efforts in this area on applicants who cannot provide standard landlord or housing provider references of satisfactory lease compliance. This group may include some applicants from institutions, but will also include applicants living with family members and friends.

- If the applicant is currently living in a setting that does not require compliance with lease terms comparable to the

lease used by the PHA (e.g. a homeless shelter), staff may send the Verification of Ability to Comply with Lease Terms form (Appendix VIII) to the housing provider. Staff may also complete the Checklist: Ability to Comply with Lease Terms (Appendix VIII).

Misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent

If, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in a manner that would affect eligibility, preferences, applicant selection criteria qualification, allowances or rent, the application must be rejected.

This provision should not be applied to minor mistakes in fact that produce no benefit to the applicant.

Acceptable Forms Of Verification

Documentation used as part of the verification process may include:

- Checklists completed as part of the interview process and signed by the applicant and interviewer that identify information that must be verified for each family;
- Verification forms or letters completed and signed by third parties and returned directly to the PHA by fax or mail;
- Reports of interviews between PHA staff and verification sources;
- Letters to the PHA from third party sources or copies of letters to the applicant or resident from the third party sources;
- Copies of documents provided by the applicant such as birth certificates, social security cards, drivers licenses or other proof of identity;
- Notes of telephone or in-person conversations with reliable sources. At a minimum, such reports should indicate the date of the conversation, source of the information, name and job title of the individual contacted, and a written summary of the information received.

PHA staff should be the final judge of the credibility of any verification submitted by a family. If staff considers documentation to be doubtful, it should be reviewed by a supervisor who should make a final determination. Staff should continue to pursue credible documentation until it is obtained or the applicant is rejected/tenant is evicted for failing to produce it.

Duration of acceptable verification

While there is no regulatory limit on the acceptable age of verifications in the public housing program, the PHAs historically use only verified information that is less than 90 days old for admissions or recertification. Verified information obtained after application intake that is less than 90 days old need not be re-verified. Verifications may be extended for an additional 30 days with a telephone update. (A record of the update, including the name and title of the individual contacted, must be placed in the applicant's file.) Verified information not subject to change (such as a person's date and place of birth) need not be re-verified.

Information obtained that is subject to change, and for which verifications are more than 90 days old, must be re-verified. HUD requires that verification forms to support the PHA's admission decisions be placed in the applicant (and, subsequently, the tenant) files. Information that is subject to change, such as income, assets, family composition, etc. should be verified close to certification or recertification. Preferences must be verified once, either at application or just before admission. It is up to the PHA to decide the acceptable term of the verification and whether re-verifications are needed.

File documentation

Each applicant and tenant file must contain verification of the information listed below:

- Names, relationship to head, birth date, social security number and citizenship or eligible immigrant status of all family members;
- Names, status in the household, birth date, social security number and citizenship or eligible immigrant status of Live-in Aides and foster children;
- Amount and source of income of all family members;
- Net Family Assets;
- Deductions from income (for rent computation);
- Rent computation;
- Admission preferences (if any);
- Screening information (tenant history, credit history, home visit record, verification of criminal history,sex offender check)
- EIV Report
- Discrepancy information & follow up (If applicable)
- HUD 50058 form

The PHA must establish a system of records management that ensure that any criminal record received by the PHA is (1) maintained confidentially; (2) not misused or improperly disseminated; and (3) destroyed once the purpose for which the record was requested has been accomplished. Criminal Records must **not** be filed in the applicant or tenant files. Instead, the file should document that a criminal background check was conducted and that the applicant family successfully passed the check or did not pass the check. Criminal background record checks should be retained separately from the applicant file for those applicants who were denied housing until the expiration of the period for requesting an informal hearing to challenge to the PHA's decision. The records should be destroyed at the expiration of the period or at the conclusion of the informal hearing or any litigation.

The PHA also must establish a system of records management that ensures that any information the PHA receives from a drug abuse treatment facility about a person is (1) maintained confidentially; (2) not misused or improperly disseminated; and (3) destroyed not later than 5 business days after the PHA makes the final decision to admit the person to public housing; or (4) destroyed following expiration of the period for filing a challenge to a PHA decision to deny housing or at the conclusion of litigation. These records must never be retained in the applicant or tenant file, but must be retained separately and securely.

Income Matching

If a resident receives a letter from HUD informing them of a disparity between their income reported to the PHA (on the 50058 form) and that reported in their Income Tax Return, the resident is required to take the letter to the PHA.

The PHA should review the letter sent to the resident by HUD and, as necessary, conduct re-verifications or additional verifications to account for the difference between the reported PH income reported and the reported IRS income. The purpose of this process is to ensure that the family reported all income as required under HUD's regulations and the PHA's policies.

For many families, the IRS year (always the previous calendar year) is different from the recertification year (which is based on the resident's anniversary date). The first step would be to determine what the family's income would have been for the IRS year. The PHA should ensure that it has captured all the income included in the family's IRS return (including applicable income from assets).

- Sometimes the reason the IRS and housing incomes do not match is because the PHA does not raise rent on an interim basis when a family experiences an interim increase in income.
- Earned income disallowances may also account for the income disparity for qualifying families;
- Some income that is excluded for housing purposes is included for income tax purposes.

The PHA should neither assume that the resident has committed fraud nor assume that the resident is innocent of fraud until the reason for the income discrepancy has been determined. If a family has failed to report income as required, they will owe back rent, retroactive to the date when it would have been increased if the income had been reported accurately. The PHA also has the option to terminate the lease and evict the resident, since failing to report income as required is fraud.

Enterprise Income Verification System (EIV)

Once an applicant becomes a resident or participant in a program administered by LRHA, the housing authority will be able to access income information electronically from a variety of sources through the Department Of Housing and Urban Development. In order to comply with the regulations established by HUD, the following policies shall be administered.

HUD regulations require LRHA to establish a system of checks and balances to insure that documents obtained via EIV are not mishandled. Therefore the following shall apply

The HCV Program Manager, Led Admissions Counselor shall be in charge of security for the EIV System. The Executive Director or designee shall be responsible for updating ***User ID's*** on a quarterly basis and monitoring system usage through auditing reports generated by EIV to insure the system is being properly used by all personnel that have access.

User ID's will be assigned to all LRHA employees responsible for eligibility of participants. The Executive Director and HCV Program Manager will be designated as ***"primary users"*** for EIV.

All users will be required to sign user agreements to comply with the regulations. Those agreements will be renewed each year at the end of the housing authority's fiscal year, December 31.

During initial intake and recertification, LRHA will notify ***all*** applicants, residents and participants that we have the ability to verify their income information electronically and that it is imperative that they ***fully disclose all sources of income*** to the housing authority on the ***Personal Declaration Form***. Clients shall be informed that by signing the personal declaration they are stating that the information provided is accurate and complete and that failure to accurately report their information is cause for denial of assistance, lease termination or cancellation of assistance. ***All zero income participants shall be recertified on a quarterly basis. As part of that recertification, housing authority staff will request EIV information to aid in the recertification process.***

LRHA has set a threshold of twenty percent **(20%)** for investigating discrepancies. Any discrepancy of twenty percent ***(20%) or more of the client's reported annual income*** shall be cause to begin an investigation. If initial investigation reveals that the sum of the discrepancy would be too costly to pursue, ***(less than $ 2400.00 per year)*** the client will be notified of the discrepancy and informed of the decision. Any action that needs to be completed to correct the discrepancy and include the amount in the client's rent calculation will begin immediately.

Once the housing authority receives information that indicates that there is a discrepancy of (***$2400.00 or more per year)***, staff will notify the client of the discrepancy in writing and establish a date and time for client to meet with staff and discuss the discrepancy. At the time of the meeting, clients will be provided with all the information the housing authority has available and given an opportunity to explain the discrepancy to LRHA

staff. Clients will be required to sign all forms necessary for the housing authority to begin third party verification of income to validate whether or not the discrepancy is unfounded or fraudulent in nature. The housing authority reserves the right to request third-party information for a period of up to five (5) years prior to the date of the discovery.

Clients will have thirty (30) days from the date of the meeting to provide information that would resolve the discrepancy. If the resident/participant fails to provide information to effectively dispute the discrepancy within the timeframe allotted, the housing authority will take appropriate actions as set forth in the program the client is receiving assistance under. In the case of discrepancies in Public Housing, the resident's lease will be terminated. In the case of discrepancies in the Housing Choice Voucher Program, the assistance will be terminated.

If clients present the information as requested and the discrepancy is determined to be unfounded and easily resolved, housing authority staff will document the reason for the discrepancy and place it in the client's file. The client will be provided a copy of the discrepancy resolution form, which will be signed by both the housing authority staff and the client. The original document will be placed in the client's file.

If the discrepancy is determined to be fraudulent or founded, the housing authority will determine the sum of the amount owed and notify the client in writing. Clients will be given an opportunity to sign a repayment agreement in accordance with LRHA policies. The notice will advise the client of their right to due process and the timeframes in which their appeal must be received. If the resident does not respond to the correspondence in the required timeframe, the original decision of the housing authority will stand and termination of lease or assistance will be issued.

In all cases, clients will be afforded due process as permissible in the regulations that govern the program they are receiving housing assistance under.

RENTAL INTEGRITY MONITORING

Tips on how to prepare and handle this process and trends identified during reviews!

Rental Integrity Monitoring reviews, or better known as RIM reviews, have made us aware of the many ways that errors may present themselves in program participant files. Due to the complexity of the rent determination process and the amount of documentation required, a file may contain errors that could have been caught or avoided through the quality control process as well as guidance provided to staff through training and resource documents. Attached is a summary of some the error types HUD staff has documented while performing reviews. There are probably more types, but these should cover the majority. This document will contain lists, guidance and modified versions of Appendices A and C of the actual Rental Integrity Monitoring tenant file review checklist. You may want to consider using these as an internal resource tool to assist with the development of a quality control (QC) checklist to utilize while performing reviews and processing of participant files.

Things to consider prior to a RIMS review and on going

Do you have a strong and consistent QC system in place? How are you performing QC? Who performs QC and are there systems in place to track and measure the outcomes?

Staff processing efforts as well as quality control should ensure that the quality of participant files present a clear and easily auditable trail. Processes and procedures that make efforts simple to view and digest will only benefit your agency as we perform RIM reviews. Headquarters is currently working on a Verification Guidance notice that we hope will be published soon. In its draft form it offers suggestions on how to use all available resources to secure verification of tenant reported or unreported income in the rent verification and determination process. Emphasis was placed upon the fact that "up-front" techniques are an acceptable and in some instances a preferred income verification method.

Staff training does not have to be in the form of a great expense to the agency, but once invested there should be internal learning and review systems in place. We strongly encourage regular staff meetings and the use of resources to guide and support staff efforts with the income verification and rent determination process. A strong QC system can also serve as a planning vehicle for focus points of staff meetings and review. If there is a noted reoccurring error, then this should be a clue as to one area to review with staff. Finally, is your staff familiar with your policies outlined in your ACOP and HCV Administrative Plan!

NOTE: When performing income determinations, do not hesitate to write directly on the verification! Some housing authorities attach a calculator tape to the verification. **REMEMBER, this would create a clear and easily auditable trail!**

Potential File Errors

The following are various types of errors that can occur in a participant file. Some error types may occur more frequently than others; some may be reduced by modifications to your software programs. This list can be utilized when considering thinking points when conducting quality control reviews of the files.

1. Includes or excludes a person as a family member incorrectly
2. Does not verify birth date
3. Does not verify or require SSNs when appropriate
4. Records SSN and age incorrectly
5. Does not verify disability status
6. Does not require citizenship certification
7. Does not verify non-citizen status with the INS
8. Does not require adults to sign HUD-9886
9. Annual re-exam exceeds 1 yr from the prior exam date
10. Does not include all annual income that should be included or excluded
11. Does not verify income or assets with 3rd party
    (Or explain why 3rd party could not be done)
12. Does not include and exclude the value of food stamps
13. Does not explain how annual income was calculated
14. Miscalculates sum of annual income
15. Does not base annual income on correct number of periods
16. Does not include all dependents
17. Counts someone as a dependent who should not be
18. Miscalculates dependent allowance
19. Does not provide elderly/disabled allowance when should
20. Provides elderly/disabled allowance when should not
21. Provides medical allowance to non-elderly/disabled family
22. Includes ineligible items as medical expenses
23. Does not include eligible items as medical expenses
24. Miscalculates sum of medical expenses
25. Does not provide medical for elderly/disabled
26. Does not verify medical expenses with 3rd party
27. Does not provide disability assistance for eligible family
28. Miscalculates amount of disability assistance
29. Does not verify disability assistance
30. Assistance does not allow family member to work or go to school
31. Miscalculates 3% threshold
32. Medical/disability not applied to 3% threshold
33. Provides child care deductions for children 13 or over
34. Does not provide child care deduction for children under 13
35. Miscalculates child care amount
36. Child care does not allow family member to work
37. Child care expenses not greater than income of family member
38. Child care expenses not verified by 3rd party
39. Sum of deductions miscalculated
40. Monthly and adjusted income miscalculated
41. Utility allowance (UA) not based on schedule in effect at examination
42. Utility combinations on schedule not consistent with RTA, Lease, HAP Contract
43. UA does not agree with bedroom size of unit
44. UA does not agree with structure type on UA schedule
45. Miscalculates sum of UA
46. TTP miscalculated (not lower of methods)

47. Rent to owner (contract rent) not in agreement with HAP contract
48. Gross rent not rent to owner plus UA
49. Payment standard (PS) not based on lower of voucher size or unit size
50. PS not based on schedule in effect at examination
51. HAP not based on lower of PS or GR
52. HAP not lower of PS or GR minus TTP
53. Tenant rent not computed a rent to owner minus HAP
54. URP computed in error
55. Family share > 40% AMI for new contracts
56. UPR/HAP not in agreement with amounts on HAP/Check Register
57. Data on 50058 not in agreement with data in file and does not agree with MTCS
58. 50058 in MTCS not current

Acceptable Methods of Verification

Under the RIM Initiative although there is an emphasis on the use of enterprise income verification (EIV) techniques, there still remains the fundamental requirements outlined in 24 CFR Parts 5, 960 and 982. The definition in the draft guidance defines third party verification as the independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by the PHA and returned directly to the PHA from the independent source.

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Verification should not only include written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. Verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Housing Authority of Little Rock or automatically by another government agency, e.g., the Social Security Administration (TASS). Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

The chart below outlines factors that may be verified and gives common examples of the verification that will be sought.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd Party Verification**	**Hand-carried Verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed 214 certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if 18 or older)	Letter from school or vocational institute.	Document from institution evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Child Support Payments	Court Order, letter from County Attorney, and other legal documents	Letter from recipient, money order receipts, canceled checks
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond

Verification Requirements for Individual Items		
Item to Be Verified	**3rd Party Verification**	**Hand-carried Verification**
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (e.g., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (e.g., social security, welfare, pensions, workers' compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments

Verification Requirements for Individual Items		
Item to Be Verified	**3rd Party Verification**	**Hand-carried Verification**
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local government, or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program -date of first job after program completion -evidence of job start	N/A

Four principles to follow regarding a third party verification level tree

1. UIV
2 Third party written verification
3 Third party oral verification
4 Document Review
5 Tenant declaration/certification (last line of acceptability)

When utilizing any enterprise income verification source, we encourage the use of Cooperative Agreements with local Social Service agencies and private vendor agencies, such as The Work Number and TASS.

XIII. Non-Smoking Policy

A. General:

1. Accumulating evidence has shown environmental or second hand tobacco smoke increases the risk of cancer, heart disease, stroke, lung disease, and other health hazards for non-smokers as well as smokers. Smoking related fires are deadly and costly. Going smoke free eliminates the source of smoke related fires. LRHA has a vital interest in maintaining a healthy and safe environment for its residents, employees, volunteers, and visitors while respecting individual choice. Consistent with these concerns and the Arkansas Clean Indoor Ac t, which became effective July 21, 2006, restricts smoking statewide; the following policy has been established to restrict smoking of tobacco, or any other weed or plant, and provide procedures for accommodating the preferences of both smokers and nonsmokers.

2. Smoking of tobacco products is prohibited in all building (exceptions below) owned or managed by LRHA as well as within 25 feet of entrance or exit, vehicles , and during some organized outdoor events on LRHA property.

B. Smoke Free Areas

1. Smoking is prohibited in or at:
   - Within 50 feet of any area where flammable materials are handled or stored, or where other significant fire hazard may exist
   - All enclosed buildings and facilities including apartments, offices, food service, venues, lavatories, and residence halls
   - Within 25 feet of building entrances and exits (when reasonable) and fresh air intake grills unless it is a specially designated smoking area
   - Partially or fully enclosed walkways, corridors, elevators
   - Vehicles owned, leased or rented by LRHA

2. No smoking signs, or the international no-smoking symbol, will be posted at main entrances of all buildings.

C. Smoking Permitted Areas

1. Smoking is permitted outdoors on LRHA Property except during organized events which have been designated as “No Smoking”. Individuals choosing to smoke outdoors must be 25 feet from doorways, open windows, enclosed walkways, and ventilation systems to prevent smoke from entering enclosed buildings and facilities, and to prevent public access from being denied to an individual with a respiratory medical condition.

D. Education and Services for Smokers

1. In light of numerous adverse health effects associated with active smoking and with exposure to second hand smoke, LRHA will provide educational services to residents, employees, and volunteers about the hazards of smoking and information and services on quitting smoking. In

additional to consulting with their own health care providers, residents, employees and volunteers may get assistance from the following LRHA Programs.

- Residents and volunteers may contact the building Service Coordinator for information and programs on quitting smoking.
- Employees should contact their health provider for assistance in smoking cessation and may also obtain information on programs fro the same through the Services Coordinator.

E. Cooperation and Compliance

A. This policy relies on the mutual courtesy and cooperation of smokers and nonsmokers for success. It is the responsibility of all members of the LRHA Community to observe the provisions of this policy on smoking. Complaints, concerns, or disputes regarding its implementation should be referred to the immediate supervisor for resolution. If a resolution cannot be reached, the matter will be referred by the supervisor to the appropriate Department head, Director of Public Housing for mediation. Should a resolution not be reached, it will then be referred to the Executive Director of the LRHA for resolution. Managers, Maintenance Foremen, and Directors are responsible for seeing that persons in their areas are informed and comply with this smoking policy. Those having difficulty complying with these restrictions are encouraged to seek assistance from the resources listed in Section D. Residents, employees and volunteers violating this policy are subject to disciplinary action. Any person who commits an unlawful act under the provisions of the Arkansas "Clean Indoor Air Act" shall be fined in an amount not less than ten dollars or more than twenty-five dollars for each violation.

F. Disposal of Tobacco Waste

A. Anyone who chooses to smoke or use smokeless tobacco on LRHA premises must discard the waste in an appropriate manner.

XIV. Pet Policy

PET OWNERSHIP POLICY
A. Pet Rules

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority. These rules do not apply to service or companion animals verified to be needed by a person with a documented disability who have a disability-related reason for needing an animal.

1. Common household pets as authorized by this policy means a domesticated animals, such as a cat, dog, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) warm blooded animal at any time, one 10 gallon fish tank or one cage with up to 2 birds. Visiting guests with pets will not be allowed. Additional pets found in the premises will be removed at the owners expense.
3. Each resident must register his/her pet with the Authority BEFORE it is brought onto the Authority premises, and must update the registration annually at the annual re-examination of income. The registration will include: (Appendix 1)
   - Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture;
   - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
   - A signed agreement must be executed by an alternate caretaker (listing the name, address, and telephone number) who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
   - A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (Appendix 2)
   - The Authority may refuse to register a pet if:
     1) The pet is not a common household pet;
     2) The keeping of the pet would violate any applicable house pet rule;
     3) The pet owner fails to provide complete pet registration information;
     4) The pet owner fails to update the pet registration annually;
     5) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
   - Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
   - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
     1) State the reasons for refusing to register the pet;
     2) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
     3) Be combined with a notice of a pet rule violation if appropriate.

4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed twenty five (25) pounds and total height at the shoulder shall not exceed eighteen (18) inches. The size limitations do not apply to service animals.
5. No chows, pit bulls, Dobermans, rottweilers, or any other known fighter breed will be allowed on the premises.

6. All cat and dog pets shall verified by veterinarian to be neutered or spayed, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
7. In general occupancy developments, a non-refundable pet fee of $100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
8. Pets shall be quartered in the Resident's unit.
9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
10. No dog houses will be allowed on the premises.
11. Visiting guests with pets (other than service animals to assist visitors with disabilities) will not be allowed.
12. Pets (dogs and cats) must be kept in the resident's apartment and not allowed to be in public areas without being on a leash. Pets must be kept in owner's arms when on the elevator, in the hallway or lobby area or high-rise buildings. The owner must prominently display rabies and license tags on the pet.
13. Owners shall clean up after pet after each time the animal eliminates.
14. Pets can be exercised in approved areas designated by the LRHA.
15. Persons who own pets are recommended to purchase a personal liability policy; the resident may include this coverage in the Renters Insurance Policy. The tenant acknowledges by signing the lease agreement they are solely responsible for all personal and property damages caused by their pet. The coverage should be sufficient to protect the owner of damage caused by the pet to persons or property.
16. A security deposit of $150.00 is required to be held without interest, until such time as the owner moves out or until the pet is no longer with the resident. This deposit shall be applied against any and all damages caused by the pet or the owner's failure to clean up after the pet. This deposit will not be used to defray the cost of unrelated repairs.
17. Any pet determined to be dangerous of vicious as defined in the City of Little Rock Animal Service Code are prohibited from LRHA property at all times.
18. Should the LRHA have to exterminate a unit for fleas, ticks or other animal related pests, the cost of extermination shall be charged to the resident.
19. Prior to initial occupancy and annually thereafter, the pet owner must certify that the pet is housebroken or paper trained, and shall be responsible for cleaning up and proper disposal of pet waste daily inside the apartment and outside the building/unit. Pet waste will be put in a plastic bag and deposited in the dumpster. There will be a $25.00 charge if this is not done.
20. No pet shall be allowed to make barking, whining, scratching or exhibit a threatening behavior that might disturb other residents or Housing Authority staff. The resident owning the pet will be asked to vacate or remove the pet from the premises if these conditions cannot be controlled.
21. Any applicable City and State Ordinances concerning pets will be complied with.
22. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph B3 below.
23. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
24. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
25. Residents will not feed or water stray animals or wild animals.
26. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.).
27. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

1. NOTICE OF PET RULE VIOLATION (Appendix 3): When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:

- Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
- serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;

2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
3. The notice must state that the pet owner has ten (5) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;
4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
5. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' lease.
6. PET RULE VIOLATION MEETING: If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).

- The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
- The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
- Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

7. NOTICE OF PET REMOVAL: If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B.3 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

8. INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY: The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet at the owners expense;
- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in C.1.b above will be followed; and
- If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

Nothing in this policy prohibits the Authority or the Appropriate City Authority from requiring the removal of any pet from the Authority property. If the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the Authority property or of other persons in the community where the project is located.

E. APPLICATION OF RULES

1 Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.

2 All pet rules apply to resident and/or resident's guests.

III. PET AGREEMENT

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.

2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.

3. Pet Fee. The Pet Fee will be $100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge.

- If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
- This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.

4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

5. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and twenty five (25) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

XV. Violence Against Women Act

XVI. Definitions of Terms Used in This Statement of Policies

1. Accessible dwelling units -- when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, 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 & § 40** [the Uniform Federal Accessibility Standards] is "accessible" within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. **[24 CFR § 8.21]**

3. 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]**

4. 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 & degrees of disability. **[24 CFR § 8.3 & § 40.3.5]**

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. **[24 CFR § 8.3 & § 8.23 (b)]**

6. Applicant - a person or a family that has applied for admission to housing.

7. Area of Operation - The jurisdiction of the PHA as described in applicable State law and the PHA's Articles of Incorporation.

9. Assets - Assets means "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." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See **24 CFR § 5.603** for definition of Net Family Assets)

10. Auxiliary Aids - means 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)**

10. Care attendant - a person that regularly visits the unit of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-head of household - a household where two persons are held responsible and accountable for the family.

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

13. Designated Family - means the category of family for whom PHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **(PL 96-120)**

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **(24 CFR § 5.403)**

16. Displaced Person - A single person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [**(42 USC 1437a(b)(3)]**

17. Displacement Preference – An admissions preference awarded to applicants can verify that they are or will be displaced by a natural disaster declared by the President of the United States, or by governmental action (e.g. an eminent domain condemnation, code enforcement action, etc.).

18. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **(24 CFR § 5.603)** in this section.)

19. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **(24 CFR § 5.403)**

20. Elderly Person - A person who is at least 62 years of age. **[42 USC 1437a(b)(3)]**

21. Extremely Low Income Family – A Family who's Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

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

The term family also includes: Elderly family (Definition #19), Near elderly family (Definition #33) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #40), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #26). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family**. (24 CFR §§ 5 and 960)**

Live-in Aides (Definition #27) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

23. 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 institution shall include but not be limited to: college, university, secondary school, vocational school or trade school (24 CFR 5.603).

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

25. Individual with Handicaps, Section 504 definition **[24 CFR § 8.3]** -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

(a) 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 impairment.

(b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

(c) Definitional elements:

"Physical or mental impairment" means 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

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. 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.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"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.

"Is regarded as having an impairment" means 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; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

(d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

26. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

27. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by PHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services **(24 CFR 5.403).**

PHA policy on Live-in Aides stipulates that:

(a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;

(b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);

(c) Live-in Aides have no right to the unit as a remaining member of a resident family;

(d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

(e) A Live-in aide is a single person.

(f) A Live-in Aide will be required to meet PHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

28. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families **(42 USC 1437a(b)).**

29. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. **(24 CFR § 5.603).**

30. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

31. Mixed Population Project - means a public housing project for elderly and disabled families. The PHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

32. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **(24 CFR § 8.3)**

33. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. 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)**

34. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **(42 USC 1437a(b)(3))**

35. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **[24 CFR § 5.603]**

(a) Real property (land, houses, mobile homes)

(b) Savings (CDs, 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)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms **(24 CFR § 913.102)**.

36. Person with disabilities[17] **(42 USC 1437a(b)(3))** means a person[18] who —

(a) Has a disability as defined in Section 223 of the Social Security Act **(42 USC 423)**; or,

(b) Has a physical or mental impairment that:

- Is expected to be of long continued and indefinite duration;
- Substantially impedes his/her ability to live independently; and,
- Is of such nature that such disability could be improved by more suitable housing conditions; or,

(c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act **[42 USC 6001 (5)].**

37. 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)**

38. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site**. [24 CFR § 8.3]**

39. Qualified Individual with handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.

(a) Essential eligibility requirements include: …stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other that the PHA.

(b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the PHA as a part of

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[17] NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **[24 CFR 8.4 (c) (2)]**

[18] A person with disabilities may be a child.

the assisted program. The person may not be 'qualified' for a project lacking such services. **(24 CFR § 8.3)**

40. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

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

42. Tenant Rent - The amount payable monthly by the Family as rent to PHA. 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 PHA 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).**

43. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **(24 CFR §5.613)** See the definition for Tenant Rent.

44. 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. The standards are set forth in **Appendix A to 24 CFR Part 40. See cross-reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**

45. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **(24 CFR § 965.473).**

46 Utility Reimbursement – Funds are reimbursed to the utility company on the resident's behalf, if the utility allowance exceeds the Total Tenant Payment. Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

47 Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development (42 USC 1437a(b)).

48. Working Family Preference: An admissions preference granted when:

(a) A family can verify employment of an adult member:

(i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of PHA's offer of housing. Employment at the time of the offer must be for the 90-day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.

(ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.

(iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to PHA and will have their lease terminated.

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social

security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. **[Required, 24 CFR 960.212 (b) (1)]**

(b) A family can verify participation in a job-training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify PHA if it enters such a program while on the waiting list and provide documentation of participation to PHA. PHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS IN TWO PARTS:

Part I establishes the Terms and Conditions of the lease. These apply to all residents;

Part II is a Lease Contract. This is executed by the resident and the PHA, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution), aliases and dates of birth (DOB);
- Unit address, occupancy date, property name and unit number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the PHA with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal PHA working hours.

The resident agrees to abide by necessary and reasonable policies and regulations promulgated by PHA for the benefit and well being of the housing project and Tenants. These policies and regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such policies and regulations constitutes a violation of the Lease. The policies and regulations are as follows:

1. Admissions and Continued Occupancy Policy (ACOP)
2. One-Strike Provision for Admission to the Public Housing
3. Applicable Sections of Title V H.R. 4194 Quality Housing and Work Responsibility Act
4. PHA Ban Policy
5. PHA Grievance Policy

An executed Lease by the resident and the PHA acknowledges that the resident has been informed about the PHA's Admissions and Continued Occupancy Policy (ACOP), "One-Strike" Provision for Admission to Public Housing, applicable sections of Title V H.R. 4194 Quality Housing and Work Responsibility Act, the PHA Ban Policy, and the PHA Grievance Policy.

Copies of the policies and regulations are publicly available in the Property Management Office. A copy of the policies can be furnished on request to the Property Manager at the expense of the person making the request.

PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS
Little Rock Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the Little Rock Housing Authority, (called "PHA") and Tenant named in Part II of this lease (called "Tenant"). [966.4 (a)]

I. Description of the Parties and Premises: [966.4 (a)]

(a) PHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]

(b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the PHA's policy on such activities. [966.4 (d) (1 & 2)]

(c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births and adoptions,** require the advance written approval of PHA. Such approval will be granted only if the new household members pass PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a) (2) & (d) (3) (i)]

Tenant agrees to wait for PHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which PHA may terminate the lease in accordance with Section XIV. [966.4 (f) (3)]

(d) Tenant shall report deletions (for any reason) from the household members named on the lease to the PHA in writing, within 10 days of the occurrence. [966.4 (c) (1) & (2) & (f) (3)]

TENANT'S INITIALS_____

II. Lease and Amount of Rent

(a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of one calendar year upon annual reexamination of the tenants income, family composition, and needs . [966.4 (a) (1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4 (c)]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy. [966.4 (c)]

(b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the Fifth Calendar day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (e) (1) & (3)]

When PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent predeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that the Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, PHA shall respond in a reasonable time. **No partial rent payments or security deposits will be accepted** [966.4 (c) (4)]

(c) **Minimum Rent Hardship Exemption:**

The Minimum Rent shall be $50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the $50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or
- Other circumstances as determined by PHA

TENANT'S INITIALS_____

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4 (b) (2)]

(a) Maintenance Costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to PHA for the labor and materials needed to complete the work, which could include total contract cost. If overtime work is required, overtime rates shall be charged. The tenant charge list can be viewed at each Site Office. [966.4 (b) (2)]

(b) Excess Utility Charges --An excess utility charge will be assessed to the tenant whose utility usage is above the utility allowance. [966.4 (b) (2)]

(c) Late Charges -- A charge of $10.00 for rent or other charges paid after the fifth calendar day of the month. [966.4 (b) (3)] PHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives PHA's written notice of the charge. **Overdue payments must include the late charge.** [966.4 (b) (4)]

(d) Casualty – Charges will also be assessed to the Tenant to pay for damages caused by fire, smoke, and other related charges that are a result of negligence on the part of the Tenant, Household Member(s) of the Tenant or guests of the Tenant as determined by the Fire Department or the PHA. Such fire, smoke, water used to extinguish fire and other related charges shall be calculated in the amount of the replacement cost, actual cost or the deducible amount on the Landlord's fire insurance, if any, whichever is less. Such charges must be paid within sixty (60) days from the date in which the charges are incurred by the Landlord. The Tenant may be given the option of entering into a reasonable payment agreement for said charges. Failure to pay such charges by the due date or in accordance with such payment agreement shall be considered a breach and grounds for termination of this Lease.

The Tenant will do nothing and permit nothing to be done on the Premises, which will contravene any fire or other insurance policy covering the same.

TENANT'S INITIALS_____

IV. Payment Location: Rent and other charges must be mailed to: Little Rock Housing Authority, PO Box 2121, Memphis, TN 38159-0001. PHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds may be required to make all future payments by cashier's check or money order.

TENANT'S INITIALS_____

V. Security Deposit

(a) Tenant Responsibilities: Tenant agrees to the dollar amount of the security deposit as noted on Part II of this Residential Lease. **No partial security deposits will be accepted**. [966.4 (b) (5)]

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

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
3. To reimburse the PHA for cost associated with terminating contract less than 45 days after execution.

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

The return of a security deposit shall occur within 60 days after Tenant moves out. PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes PHA with a forwarding address. If any deductions are made, PHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. No security deposit refunds will be given if the tenant fails to provide a 30 day notice to vacate the premises.

TENANT'S INITIALS_____

VI. Utilities and Appliances [966.4 (b) (1)]

(a) PHA Supplied Utilities: PHA will supply water, sewer service, electricity (paid by some tenants to PHA), and trash collection. PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

PHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of PHA. [966.4 (b) (2)]

(b) Non-Landlord Supplied Utilities. In communities having individual utility company-read meters, the Landlord will provide a utility allowance for those utilities that the Landlord is required to supply to the Tenant, as set forth above, based on size and type of apartment occupied. In such communities, residents will be responsible for contacting the appropriate utility companies for utility connection and for paying his/her utility bill directly to the utility company. The approved allowances will be a credit each month for each utility metered and subtracted from the Rent. The utility allowance may be changed from time to time by the Landlord and such changes will become part of this Lease, and the Tenant will receive a copy of the revised allowance schedule. [913.102] [965.473]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the difference. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving as a payment to the Utility Company on the tenant's behalf.

(c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f) (8)]

TENANT'S INITIALS_____

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

(a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of PHA, members of the household may engage in legal profit making activities in the dwelling unit. [966.4 (d) (1) & (2)]

This provision permits reasonable accommodation of Tenant's guests or visitors. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on PHA premises that would be a lease violation. Visits of less than three (3) days need not be reported to or approved by the Property Manager. Visits of more than three (3) consecutive calendar days and less than fourteen (14) consecutive calendar days are permitted, provided they are reported to the Property Manager within seventy-two (72) hours and authorized by the Property Manager. For visits of more than three (3) consecutive calendar days and less than fourteen (14) consecutive calendar days, the period can not exceed fourteen (14) consecutive calendar days each year. Visits of more than fourteen (14) consecutive calendar days shall be authorized only by the Executive Director with advance documentation of the extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be in breach of the lease. [966.4 (d) (1)]

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and PHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(c) Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as determined in Part II of the Lease Agreement is due each month until changed as described below.

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

(2) Tenant promises to supply PHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c) (2)]

Failure to supply such information when requested is a serious violation of the terms of the lease and PHA may terminate the lease.

All information must be verified. Tenant agrees to comply with PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c) (2)]

PHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by PHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly available in the each Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)]

(a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant failed to comply with some TANF requirement. [913.107, 1995 Edition]

If a reduction is granted, Tenant must report <u>subsequent increases</u> in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(b) It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. PHA then will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(c) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition must be reported to the Site Office located in the Development in which you dwell, within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c) (2)]

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

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

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
2. In the case of a rent increase, when an increase in income occurs it must be reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
4. Newly employed Tenants who were previously unemployed for one or more years are eligible for a twelve-month grace period. Each adult family member can be eligible for the twelve (12) month grace period. (The twelve (12) month grace period will affect the adult with the income increase. The household's rent will still be adjusted if another family member's grace period expires.) The second 12th month period after the beginning of employment, 50-percent of the increased amount is excluded.

(e) Transfers [966.4 (c) (3)]

1. Tenant agrees that if PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. PHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, PHA may transfer Tenant to another unit with the features requested at PHA's expense.
4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by PHA. Tenant shall be given no less than 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, PHA may terminate the Lease. [966.4 (c) (3)]
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c) (4)]
7. PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
8. All costs associated with the move will be the responsibility of the Tenant; however, the Landlord may provide movers for elderly and handicapped residents who are required to move as a result of being over-housed or under-housed.

TENANT'S INITIALS_____

VIII. PHA Obligations [966.4 (e)]: PHA shall be obligated:

(a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e) (1)]

(b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e) (2)]

(c) To make necessary repairs to the dwelling unit; [966.4 (e) (3)]

(d) To keep development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]

(e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with PHA; [966.4 (e)(5)]

(f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]

(g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; [966.4 (e)(7)]

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

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(l) (3) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, PHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4 (e) (8)]

TENANT'S INITIALS_____

IX. Tenant's Obligations: Tenant shall be obligated:

(a) Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f) (1)]

(b) 1. Not to give accommodation to boarders or lodgers; [966.4 f) (2)]

2. Not to give accommodation to long-term guests (in excess of 3 days) without the advance written consent of PHA.

(c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f) (3)]

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy standards, and so long as PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d) ((3) (i)]

(d) To abide by necessary and reasonable policies and regulations promulgated by PHA for the benefit and well being of the housing project and Tenants. These policies and regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such policies and regulations constitutes a violation of the Lease. [966.4 (f) (4)]

(e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f) (5)]

(f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f) (6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. **The tenant will be assessed maintenance charges for not complying with the above.** [966.4 (g)]

(g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by PHA. [966.4(f) (7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

(h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f) (8)]

(i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f) (9)]

(j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [§ 966.4(f) (10)]

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

1. Not disturb other residents' peaceful enjoyment of their accommodations; and
2. Be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition. [966.4 (f) (11)]

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

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents or employees of PHA, or;
2. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f) (12)]

(m) To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of PHA. No wallpaper/borders are permitted anywhere in the apartment. To make no changes to locks or install new locks on interior/exterior doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by PHA.

(n) To give prompt prior notice to PHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

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

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

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

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

(s) To refrain from erecting or hanging radio or television antennas and satellite dishes on or from any part of the dwelling unit, except that roof antennas and satellite dishes may be installed in accordance with regulations set forth by PHA with the written approval of PHA and require a $150 security deposit.

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

(u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.

(v) To remove from PHA property any vehicles without valid registration. ~~and inspection stickers~~<delete. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on project site. Tenants cannot drive or park vehicles on the grass under any circumstance.

(w) To remove any personal property left on PHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 15 days shall be considered abandoned and will be disposed of by PHA. Costs for storage and disposal shall be assessed against the former tenant.

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

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

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

(z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. Tenant must maintain utility service to the unit at all times and failure to do so is a breach of the lease.

(aa) At the tenants choice, procure appropriate renters insurance to cover expenses due to fire, damage, utility line leaks, utility and/or appliance outage etc. that damages the tenants possessions and / or HA property. The HA will not replace tenant damaged possessions.

(bb) For each adult in the household to perform at least 8 hours per month of qualifying community service (as specified by the PHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institute, or participating in some other qualified training program.

(cc) Abide by necessary and reasonable policies and regulations promulgated by PHA for the benefit and well being of the housing project and Tenants. These policies and regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such policies and regulations constitutes a violation of the Lease. The policies and regulations are as follows:

TENANT'S INITIALS_____

X. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

PHA Responsibilities:

(a) PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h) (2)]

(b) PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4 (h) (3)]

(c) Tenant shall accept any replacement unit offered by PHA.

(d) In the event PHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h) (4)]

(e) If PHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

(a) Tenant shall immediately notify the Property Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h) (1)]

(b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.

TENANT'S INITIALS_____

XI. Move-in and Move-out Inspections

(a) Move-in Inspection: The Tenant shall inspect the dwelling unit prior to occupancy using an inspection form provided by the PHA. The form shall be signed by PHA and Tenant and a copy of the form retained in Tenant's folder. [966.4 (i)] PHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.

(b) Pre move-out Inspection: If requested by the tenant, the PHA will inspect the unit within 30 days of tenant's move-out date, provided the tenant gives a 30 day notice to vacate. PHA will give tenant a written statement of charges, if any, for which Tenant is responsible. Tenant can repair the unit prior to vacating at their cost.

(c) Move-out Inspection -- PHA will inspect the unit at a reasonable time after the Tenant vacates and will give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to PHA. [966.4 (i)]

(d) Tenants in the high-rise buildings can only move-in or move-out during the hours of 8 a.m. to 4:30 p.m. Monday through Friday. No weekend or holiday moves are authorized.

TENANT'S INITIALS_____

XII. Entry of Premises During Tenancy

(a) Tenant Responsibilities--

1. Tenant agrees that the duly authorized agent, employee, or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours of 8:00 A.M. to 6:00 P.M. for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j) (1)]
2. When Tenant calls to request maintenance on the unit, PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) PHA's Responsibilities--

1. PHA shall give Tenant at least 48 hours written notice that PHA intends to enter the unit. PHA may enter only at reasonable times. [966.4 (j) (1)]
2. PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j) (2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j) (3)]

TENANT'S INITIALS_____

XIII. Notice Procedures

(a) Tenant Responsibility-- Any notice to PHA must be in writing, delivered to the Property Manager's Office, or sent by prepaid first-class mail, properly addressed. [966.4 (k) (1) (ii)]

(b) PHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant. [966.4 (k) (1) (i)]

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

(d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k) (2)]

TENANT'S INITIALS_____

XIV. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by PHA and Tenant:

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. [966.4 (l) (2)]

Such serious or repeated violation of terms **shall include but not be limited to**:

1. The failure to pay rent or other payments when due, excluding minimum rent hardship exemptions; [966.4 (l) (2)]
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth calendar day of the month. Three such late payments within a 12-month period shall constitute a repeated late payment; [966.4 (l) (2)]
3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (l) (2)]
4. Misrepresentation of family income, assets, or composition; [966.4 (c) (2)]
5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual re-examinations or interim re-determinations. [966.4 (c) (2)]
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l) (2)]
7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of PHA's public housing premises by other residents, or any drug-related criminal activity. [966.4 (l) (2)]
8. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer; [966.4 (l) (2)]
9. Any fire on PHA premises caused by carelessness or unattended cooking. [966.4 (l) (2)]
10. Tampering or making inoperative any smoke detection or heat detection equipment, systems or alarms. Such actions are criminal acts (IFC 901.8).

(b) PHA shall give written notice of the proposed termination of the Lease of:

1. 14 days in the case of failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (not to exceed 30 days but not less than 3 days) when the health or safety of other tenants or PHA staff is threatened;
3. 30 days in any other case. [966.4 (l) (3) (i) (A), (B) & (C)]

(c) The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PHA documents directly relevant to the termination or eviction. [966.4 (l) (3) (ii)]
2. When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with PHA's grievance procedures. [966.4 (l) (3) (ii)]
3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4 (l) (3) (iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
4. When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under PHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l) (3) (IV)]
5. When PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance for PHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (l) (3) (v)]
6. PHA may evict Tenant from the unit only by complying with State of Arkansas statutory eviction requirements. [966.4 (l) (4)]

(d) Tenant may terminate this Lease at any time by giving thirty days written notice to vacate as described in Section XIII, above.

(e) In deciding to evict for criminal activity, PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l) (5)]

(f) When a PHA evicts a Tenant from a dwelling unit for criminal activity PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (l) (5) (ii))]

TENANT'S INITIALS_____

XV. Waiver: No delay or failure by PHA 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.

TENANT'S INITIALS_____

XVI. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by PHA, uniform standards for resident housekeeping have been developed for all tenant families.

(a) PHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. PHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection PHA will notify Tenant in writing if he/she fails to comply with the standards. PHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, PHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(b) Tenant responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

(c) Housekeeping Standards: Inside the Apartment

General--

(1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

(2) Floors: should be clean, clear, dry and free of hazards.

(3) Ceilings: should be clean and free of cobwebs.

(4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.

(5) Woodwork: should be clean, free of dust, gouges, or scratches.

(6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.

(7) Heating units: should be dusted and access uncluttered.

(8) Trash: shall be disposed of properly and not left in the unit.

(9) Entire unit should be free of rodent or insect infestation.

Kitchen--

(1) Stove: should be clean and free of food and grease.

(2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.

(3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

(4) Exhaust Fan: should be free of grease and dust.

(5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

(6) Food storage areas: should be neat and clean without spilled food.

(7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

(1) Toilet and tank: should be clean and odor free.

(2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

(3) Lavatory: should be clean

(4) Exhaust fans: should be free of dust.

(5) Floor should be clean and dry.

Storage Areas--

(1) Linen closet: should be neat and clean.

(2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.

(3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

(1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.

(2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

(3) Steps (front and rear): should be clean, and free of hazards.

(4) Sidewalks: should be clean and free of hazards.

(5) Storm doors: should be clean, with glass or screens intact.

(6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.

(7) Hallways: should be clean and free of hazards.

(8) Stairwells: should be clean and uncluttered.

(9) Laundry areas: should be clean and neat. Remove lint from dryers after use.

(10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT'S INITIALS_____

XVII. Applicable Policies and Regulations. The resident agrees to abide by necessary and reasonable policies and regulations promulgated by PHA for the benefit and well being of the housing project and Tenants. These policies and regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such policies and regulations constitutes a violation of the Lease. The policies and regulations are as follows:

- Admissions and Continued Occupancy Policy (ACOP)
- One-Strike Provision for Admission to the Public Housing
- Applicable Sections of Title V H.R. 4194 Quality Housing and Work Responsibility Act
- PHA Ban Policy
- PHA Grievance Policy

TENANT'S INITIALS_____

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

PART II of the RESIDENTIAL LEASE AGREEMENT

Little Rock Housing Authority

Client Number: _____ Community: _____

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

_____[966.4 (a)].

(I) Unit: That the PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at _____, Apt _____ Little Rock 7220__ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is:_____. [966.4 (a)].

TENANT'S INITIALS_____

(2) Household Composition: The Tenant's household is composed of the individuals listed below. [966.4 (a) (2)] All members of the household over age 18 shall execute the lease. The Premises is for the exclusive use and occupancy by the Tenant and the Household Member(s) of the Tenant listed below:

NAMES	NICKNAMES ALIAS	RELATION-SHIP	S. S. #	BIRTHDATE	M / F

No persons other than the Tenant and the Household Member(s) listed above are permitted to be domiciled in the Premises unless added to the Lease with the prior written approval of the Landlord.

TENANT'S INITIALS_____

(3) Term: The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease. If the tenant submits a "notice to vacate" to vacate the premise prior to the end of the term of the lease, the notice must be given 30 days in advance of the tenant vacating. The lease can only terminate at the end of the 30 Day "Notice To Vacate." The tenant may vacate prior to the end of the 30 days, but the lease will still be in effect until the last day of the 30 Day Notice. Once vacated the HA will take possession. No partial or pro-rated monthly payments will be refunded.

TENANT'S INITIALS_____

(4) Rent: Initial rent (prorated for partial month) shall be $._____. An amount equal to the product of the number of days of actual occupancy multiplied by 1/30th of the monthly rent, and, if applicable, the Tenant shall receive a credit benefit of $. _____ From PHA for Utility Reimbursement (for partial month). Total rent due upon move in $_____**Partial payments will not be accepted after the due date (first of the month).**

Thereafter, rent in the amount of $_____Per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) calendar day of said month. A utility allowance of $_____per month (if applicable) shall be credited by the PHA to the Tenant. When the Total Tenant Payment (TTP) is less than the utility allowance, PHA will pay a utility reimbursement, equal to the difference between one month's TTP and the utility allowance to the ~~utility~~ electric company on the resident's behalf. [966.4 (b) (1)

TENANT'S INITIALS_____

(5) Utilities and Appliances: PHA-Supplied Utilities [966.4 (b) (1)] Landlord agrees to furnish water and trash collection. Tenant agrees to furnish and maintain, the following checked utilities☐ ,gas ☐ electric. Tenant agrees to pay PHA all excess electric charges in excess of the utility allowance.

Note: Tenants that elect Flat Rent do not receive a utility allowance or reimbursement.

Landlord agrees to furnish a range and refrigerator. The landlord is not responsible for damages caused by the malfunction of a refrigerator/freezer or range, which causes damage to food or other personal property.

Tenant must at all times have natural gas and electrical service to their unit. Failure to maintain services will be considered a breach of the contract.

TENANT'S INITIALS_____

(6) Utility Allowances: The PHA agrees to furnish a utility allowance as the amounts specified in the posted Schedule of Utility Allowances.

TENANT'S INITIALS_____

(7) Vehicles: The Tenant shall be entitled to parking for no more than _____ vehicles; provided that the vehicles are registered with the Landlord. The Landlord reserves the right to assign parking spaces to the Tenant and/or restrict the type of vehicles permitted at the Community. The Tenant's initial vehicle is listed below:

VEHICLE MAKE	MODEL	YEAR	LICENSE #

TENANT'S INITIALS_____

(8) Security Deposit: Tenant agrees to pay $_____as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. **No Partial Security Deposits Will Be Accepted** [966.3 (b) (5)]

TENANT'S INITIALS_____

(9) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT_____ DATE_____

CO-TENANT_____ DATE_____

CO-TENANT_____ DATE_____

LRHA OFFICIAL:_____ DATE_____

TITLE:_____

TENANT'S CERTIFICATION

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

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

_____ _____.

Tenant's Signature Date

ATTACHMENTS:

If indicated by a (X) below, PHA has provided the tenant with the following attachments and/or information:

( ) Part I of this Lease

( ) Lead Paint Poisoning

( ) Housekeeping Standards

( ) Move-In Inspection Form

( ) ACOP

( ) Pet Policy

( ) Grievance Procedure (May be updated)

( ) Ban Policy (May be updated)

( ) One-Strike Provision

( ) Other: _____

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "Protect Your Family From Lead in Your Home". The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

_____ _____.

Tenant's Signature Date

MAINTENANCE AND REPAIRS

Request for Maintenance and Repairs. The Tenant must request maintenance or repairs by telephone to the Maintenance Department of Landlord. During non-business hours, emergency repairs may be requested by telephoning the Landlord or its designee at ~~**(501) 340-4821.**~~ _____ In the event that the emergency services number changes, the Tenant should contact the Landlord during regular business hours (8:00 a.m. to 4:30 p.m. Monday - Friday) at _____ for the correct telephone number.

OFFICE ADDRESS:_____

SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

A. Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

B. The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenants peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT. UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.

DESIGNATION OF BENEFICIARY

Tenant designates the following adult person as TENANT'S beneficiary to be responsible for removal of TENANT'S personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated by the Landlord and Tenant is otherwise unavailable:

*NAME*_____ *RELATIONSHIP*_____

*ADDRESS*_____

*HOME PHONE*_____ *BUSINESS PHONE*_____

Property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 15 days of notice, the Landlord may dispose of the property as provided in this agreement.

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.

LEASE ADDENDUM ON MOLD

To minimize the occurrence and growth of mold in the Leased premises, Resident hereby agrees to the following:

1. ***MOISTURE ACCUMULATION. Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.***

2. ***VENTILATION. Resident shall arrange their possessions to allow proper circulation of air throughout the unit and shall introduce fresh air as much as possible. Relative humidity should be maintained at levels below 60% to discourage mold growth.***

3. ***APARTMENT CLEANLINESS. Resident shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bathrooms, clean.***

4. ***NOTIFICATION OF MANAGEMENT. Resident shall promptly notify management by calling the office at _____ of the presence of the following condition:***

    i. ***A water leak, excessive moisture, or standing water inside the Leased Premises;***

    ii. ***A water leak, excessive moisture, or standing water in any community common Area;***

    iii. Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;

    iv. ***A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.***

5. LIABILITY. Resident shall be liable to Owner for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this addendum.

6. ***VIOLATION OF ADDENDUM. Violation of this addendum shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.***

7. ***ADDENDUM SUPERSEDES LEASE. In case of a conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This Lease Addendum on Mold is incorporated into the lease executed or renewed between Owner and Resident.***

Resident's signature_____Date_____

Owner/Manager's signature _____Date_____

ADDENDUMS

No Child Care in Elderly Housing unless the Tenant has documentation proving him/her to have legal custody or to be legal parent of the child. Children playing and running down the halls can be disruptive to the peaceful and quiet enjoyment of other tenants. Should a child visit a Tenant two or more consecutive days, or the same days each week, it will appear to be Child Care which will cause a lease violation to be issued to the Tenant. Three such violations will lead to termination of the lease.

Tenant must adhere to socially acceptable Personal Hygiene without exception. Body odor is very offensive to other tenants you come into contact with. Failure to abide with body cleanliness to the point of being unpleasant to the other Tenants may lead to a lease violation. Three such lease violations will lead to termination of lease for "other good cause".

Signature:_____ Date:_____

Smoke-Free Lease Addendum

Tenant and all members of Tenant's family or household are parties to a written lease with The Little Rock Housing Authority (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

2. Definition of Smoking. The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so except in the designated Smoking Area.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

6. Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smokefree addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

8. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smokefree living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smokefree any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

Enforcement plan

The new no smoking policy is anticipated to have varying levels of tenant compliance and will be an additional piece for site staff to enforce. The following is an outline of our enforcement plan:

- **1st violating** - verbal warning followed by smoking cessation materials
- **2nd violation** - verbal warning followed by smoking cessation materials and a referral to the Resident Services Coordinator
- **3rd violation** - written warning letter with smoking cessation materials and a referral to the Resident Services Coordinator
- **4th violation** – 30-day termination notice with option to remedy + referral to the Resident Services Coordinator
- **5th violation** – 10-day termination notice

Resident Date

_____ _____

PHA Official Date

_____ _____

Little Rock Housing Authority

Emergency Management Handbook
COOP PLAN

Prepared by: LRHA Administration Division

Revised and Submitted with the LRHA Agency Plan

Index

Tornado Procedures ..... .Chapter 1

Shelter in Place Procedures ..... .Chapter 2

Response to Terrorism ..... .Chapter 3

Response to a Natural Gas Leak .....Chapter 4

Response to a Fire ..... .Chapter 5

Response to Flooding ..... .Chapter 6

HAZMAT Spill Response Procedures …….. Chapter 7

Infectious Materials Spill Response …… Chapter 8

Disaster Psychology ..... .Chapter 9

Communications ..... .Chapter 10

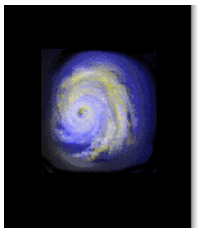
Medical Emergencies .....Chapter 11

Emergency Response Team ..... .Chapter 12
(ERT)

Evacuation of Special Needs ..... .Chapter 13
Individuals

Memorandum of Agreements .....Chapter 14

LITTLE ROCK HOUSING AUTHORITY TORNADO PROCEDURES PLAN
~CHAPTER 1~



1. In the event of a threat of a tornado in the Little Rock Area, the following action(s) shall be implemented utilizing appendix (A):

(a) Prior to a tornado

(1) Condition : General tornado preparedness condition from March through May

- Housing Management update the Special Needs Individuals list.
- Check the inventory of emergency equipment.
- Check the condition of and test (If applicable) storm gear/equipment. This should include (flashlights, chain saws, fuel, pumps, generators etc.)
- Ensure plywood if available for each development.
- Review plans for securing warehouses, storerooms and office buildings. Also look at plans for tying down garbage cans, and storing loose items.
- Trim tree and shrub branches that may possibly cause injury or damage to buildings or roofs.
- Activate the Emergency Response Team (ERT) and discuss the Tornado Plan. Send updates of the Tornado Plan to Personnel & Administrative Services for review.
- Personal and Administrative Services provide the Emergency Manager with contact information of employees (Appendix B.)
- Ensure any new essential personnel members have notice that they are required to return to work and assist with the recovery in the event of a disaster".
- Hold annual training with all employees on the Tornado Plan.
- Pass out flyers to the residents to remind them of the need to be prepared in the event of an emergency.

Include a sample of items that need to be in their emergency supply list.

(2) Condition: Tornados Warning Issued

- LRHA Director of Public Housing begins to establish communication with essential personnel.
- Executive Director establishes a Command and Control Center (Central Office or 201 East Roosevelt Road). All backup equipment, lighting, generators etc. brought to this site.
- Identify any addition material needs (i.e. water, plywood etc.)
- Director of Public Housing activates the Tornado Pre-check list and notifies the ED and other Directors of such (Appendix A.)
- ED will notify the City that we have activated our plan.
- Ensure that all storm gear is in good condition and ready for use. Store in a high location
- Advise Management to secure the entry of routine work orders.
- Directors and Managers refer to the pre-checklist to ensure all items to be completed have been initiated, and report to the Director of Public Housing when completed.
- Activate the resident Buddy Program.

(3) Condition: Tornado is imminent!

- Director of Public Housing and Maintenance Foreman can be contacted at the Emergency cell phone numbers.

(b) <u>After the Tornado Passes</u>

(1) ***When the City of Little Rock declares it is safe to move about***

- Begin the Master Post Tornado checklist (Appendix (H)
- Director of Public Housing shall contact the ED to identify troubled areas, notify them of their return and receive any updates/concerns
- Maintenance Foremen immediately assess all developments and LRHA buildings (Appendix I)
- Notify the ED of any immediately dangerous to life and safety items
- Break out emergency response equipment
- Conduct emergency repairs/clean-up for life threatening issues.
- Brief the Executive Staff and returning employees of the initial assessment, recommendations and priorities.

- Report to the local HUD field office utilizing the Initial Damage Assessment Report (Appendix (J)

(2) As conditions permit, all other employees kindly return to work and report to your next in charge or supervisor, if these individuals are not available/present report to the Director of Administrative Services.

(3) Begin required clean up and repairs. Routine work orders will not be accepted or entered into the system for the first 24 hours or at the discretion of the Executive Director whom will determine what is in the best interests of the Housing Authority.

(4) If unable to return to work, notify the Manager, Supervisor or Central Office as soon as possible. Employees may be called to return to work prior to the next regularly scheduled workday.

After the tornado, evacuation has been lifted and normal workdays have been re-established, LRHA personnel will:

a) Employees inspect their units, equipment, office buildings and items under their area of responsibility and report findings to the Working Foreman.

b) Retrieve and assess the condition of their computer hardware and software. If the equipment appears to be un-damaged then the components can be re-connected and the system powered up and checked for proper operation.

- If the hardware or software has visual signs of storm related damage, an assessment memo will be required. The assessment memo will list the assigned area, the time, date, device/unit serial numbers and the damage description. The damage assessment memo will be forwarded to the Director of Administrative Services.

- Hardware components suspected of water damage will not be re-connected, re-assembled or powered up. The device(s) will be documented per Item A above and transported to the Central Office for further evaluation. A replacement program will be implemented as soon as possible to replace the damaged hardware and/or components.

- Backup media will be transported back and returned to the user.

- Setup and re-connection assistance will be provided by the IT staff.

- The restoration of the LRHA telecommunications and domain server array will be a high priority. The systems and the network will be started up and brought on line as soon as possible.

LITTLE ROCK HOUSING AUTHORITY SHELTER IN PLACE PROCEDURES
~CHAPTER 2~

Purpose

The purpose of this procedure is to define how to shelter in place and create uniformed guidelines for handling natural and terrorism releases of harmful chemicals into the air. These are developed to promote practices that prevent or reduce the injuries or even death of Little Rock Housing Authority (LRHA) residents and employees.

Overview

Diagnosing dangerous chemical releases require training, keen observation, following safety precautions and good communications. Ultimately our residents and employees are our first line of defense when identifying a hazardous chemical.

Definitions

Bioterrorism/Biodecent-
BNICE- Biological, Nuclear, Incinerary, Chemical and Explosive
Chemical- Various chemicals used in industry that can be inadvertently released or destructive chemicals used in war to disable or destroy life in war or have major impact or physiological effect on a community.
Emergency Management- Preparation for response to and remediation of emergency events and disasters.
EOC- Emergency Operations Center is a single source that handles all operations for the City of Little Rock. Usually manned by the Mayor, Fire & Police Dept., Public Works, Public Affairs Office and Other city entities.
Senses- To include sight, smell, hearing, touch and sight
Shelter- Home, Car or enclosed building

Responsibilities

Upon notification employees of the LRHA are responsible to quickly pass the word to those that are outdoors to go in their place of residence, a building or stay in their car (If it is impossible to get to a shelter) and listen to their phone, television or radio for further information.

Shelter in Place

In the event of a chemical spill from an industrial facility, DOT vehicle accident or terrorism the response is the same. **"Shelter in Place".**

Basically it means to stay in your place of work, a resident's home, a vehicle or building. Close the windows and doors and turn off any air conditioning or mechanical ventilation that is on. This protects the residents and employees from the hazardous chemical that is in the air or updated information.

How to identify an incident

Unfortunately you do not get much time and all you may see is a cloud coming towards your home, observe an unusual odor or smell or an unexplained explosion. Do not take chances. Use your 5 senses: hearing, sight, smell, touch and taste. If it seems bad to any one of your senses, it probably is, go home and shelter in place and call 911 to report it. Use 911 only to report the incident.

What to do if you are not near a home or a LRHA building

If you are caught in a vehicle, first try to avoid the situation by turning around and getting as far away as you can (Make sure you turn off any ventilation, to avoid the chemical entering in your vehicle.) If you are stuck in traffic pull over if you can, close the windows, turn off any ventilation and turn off the motor. Wait for a signal from authorities that it is ok to get out of your vehicle or move.

If you are at work or in a commercial establishment, have them do the same thing that you would do at home or work. Close the windows and doors and secure any ventilation. Do not let people exit or enter once the lock down is complete. By opening an entrance you may jeopardize all others in the building.

Communications

Primary communications are the LRHA cellphones, local radio and television. **Do not call 911 for information.**

How to prepare

Develop a team plan on how to shelter in place and what to do. All members in the LRHA team should know how to respond at their development of place or work.

Remember on average it takes about 15 minutes for police, fire and other teams to get on scene and start to take control. Also the schools will not allow pick up children until the state of emergency is secured. So do not try to leave work to get to them. Stay where you are until all is clear.

LITTLE ROCK HOUSING AUTHORITY RESPONSE TO TERRORISM PLAN
~CHAPTER 3~

I. AUTHORITY

A. Federal

1. Defense Against Weapons of Mass Destruction Act.
2. Terrorism Annex to the Federal Response Plan.
3. Federal Radiological Emergency Response Plan.
4. Presidential Decision Directive 39, US Policy on Terrorism.
5. Presidential Decision Directive 62, Combating Terrorism.
6. Presidential Decision Directive 63, Critical Infrastructure Protection

B. State

State of Arkansas Emergency Management Plan (Terrorist Incident Response).

C. Local

City of Little Rock Emergency Management Plan

II. PURPOSE

The purpose of this plan is to:

1. Outline operational concepts and tasks and to assign responsibilities for preparing for and responding to terrorist incidents that may occur.

2. Describe state and federal assistance that may be available to assist in the response to a terrorist incident.

III. EXPLANATION OF TERMS

A. Acronyms

ADEM	Arkansas Department of Emergency Management
DPS	Department of Public Safety
EOC	Emergency Operations or Operating Center
EMS	Emergency Medical Service
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency
WMD	Weapons of Mass Destruction

B. Definitions

1. Anti-terrorism Activities. Use of defensive methods, including intelligence collection, investigation, passive protection of facilities, implementation of physical and personnel security programs (Neighborhood Watch,) and emergency planning.

2. Consequence Management. Measures taken to protect public health and safety, restore essential services, and provide emergency relief to residents, businesses, and individuals affected by the consequences of terrorism. Emergency management agencies outside the LRHA normally have the lead role in consequence management.

3. Counter-terrorism Activities. Use of offensive measure to combat terrorism, such as use of law enforcement and military resources to neutralize terrorist operations.

4. Crisis Management. Measures taken to identify and prevent terrorist acts, and provide information to apprehend those responsible. Law enforcement agencies will normally take the lead role in crisis management.

5. Hazmat. Hazardous materials.

6. Terrorist Incident. A violent act, or an act dangerous to human life, in violation of the criminal laws of the United States or of any state, to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political and social objectives.

7. Weapons of Mass Destruction. WMD include: (1) explosive, incendiary, or poison gas bombs, grenades, rockets, or mines; (2) poison gas; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

IV. SITUATION & ASSUMPTIONS

A. Situation

1. Little Rock and the Housing Authority are vulnerable to terrorist incidents or activity. Consequences of a major terrorist incident could be catastrophic; hence, mitigating against, preparing for, and responding to such incidents and recovering from them is an important function of the Housing Authority.

2. Terrorism is generally a law enforcement and emergency management problem.

    a. Virtually all terrorist acts involve violation of laws. Hence, law enforcement agencies gather and analyze intelligence on terrorists and may develop estimates their intentions. Access to this criminal intelligence information is necessarily limited, but significant threats must be communicated by local citizens and law enforcement agencies to those local officials who can implement protective measures and alert local residents and emergency responders. Coordination between law enforcement and emergency management personnel (Housing Authority Emergency Response Team) is vital to ensure that appropriate readiness actions are taken.

    b. In a terrorist incident, the incident area may be simultaneously a crime scene, a hazmat site, and a disaster area that may cross the boundaries of several jurisdictions. There are often competing needs in the aftermath of a terrorist act -- law enforcement agencies want to protect the crime scene in order to gather evidence, while emergency responders may need

to bring in extensive equipment and personnel to conduct search and rescue operations. It is essential that the incident command team establishes operating areas and formulates a plan of action that considers the needs of both groups.

3. Since terrorist acts may be violations of local, state, and federal law, the response to a significant local terrorism threat or actual incident may include state and federal response agencies.

4. In the event of a significant terrorist threat or incident, it is anticipated that state and federal resources will be requested in order to supplement local capabilities.

5. The presence of chemical or biological agents may not be recognized until some time after casualties occur. There may be a delay in identifying the agent present and in determining the appropriate protective measures. Such agents may quickly dissipate or be persistent.

6. In the case of an attack with a biological agent, the initial dissemination of the agent may occur outside the local area or even in other countries, but still produce victims in the local area.

B. Assumptions

1. Terrorist attacks may be directed at government facilities, public and private institutions, business or industry, transportation, and individuals or groups. Such acts may involve: arson, shootings, bombings, weapons of mass destruction (nuclear, chemical, or biological agents); kidnapping or hostage taking; sabotage; and other activities.

2. Terrorist attacks may or may not be preceded by a warning or a threat, and may at first appear to be an ordinary hazardous materials incident. Attacks may occur at multiple locations and may be accompanied by fire, explosion, or other acts of sabotage.

3. A device may be set off to attract emergency responders, and then a secondary device maybe set off for the purpose of injuring emergency responders.

4. Injuries from a terrorist attack may be both **physical** and **psychological.**

5. There maybe additional threats, extensive physical damages, and mass casualties.

6. In most cases, significant state and federal terrorist incident response support cannot be provided within the first few hours of an incident. Considerable local, state and federal terrorism response resources are available, but it may take 6 to 12 hours to activate and deploy such resources on a large-scale and that is why the Housing Authority must be well trained to recognize terrorist activity and be prepared to respond to possible disaster.

V. CONCEPT OF OPERATIONS

A. General

The response to terrorism includes two major functions, crisis management and consequence management, which may be carried out consecutively or concurrently in the case of an incident that occurs without warning.

B. Crisis Management & Consequence Management

1. Crisis Management.

a. Pre-incident crisis management activities includes identification of terrorists and activities, and notifying those that can prevent terrorist acts.

1) Local area Emergency Management and law enforcement has the lead role in terrorism crisis management, will coordinate its efforts with local, state and federal law enforcement and support agencies as appropriate.
2) When a credible threat of terrorist attack exists, we will activate our Emergency Response Team (ERT) or, if security necessitates, the additional employees for safety of our developments.

2. Consequence Management

a. Consequence management activities undertaken to deal with effects of a terrorist incident are conducted in essentially the same manner as the response and recovery operations for other emergencies or disasters. Post-incident crisis management activities, such as investigation, damage assessment and recovery, may continue during consequence management.

1) The City of Little Rock Emergency Operations Center (EOC) is the lead local agency for terrorism consequence management.

C. Coordination of Crisis Management and Consequence Management Activities

1. The Housing Authority will establish an EOC at the central office building at 100 S. Arch Street and establish communication with the City EOC on recovery operations within the LRHA. The back-up EOC will be in 201 East Roosevelt Road.

D. Protective Actions

1. Responders. The LRHA personnel responding to a disaster area must be protected from the various hazards that a terrorist incident can produce. Prior to any entry into the area of concern the LRHA EOC will ensure:

a. The LRHA has clearance to enter the area from authorities issuing clearance (i.e. FBI, Fire Department or local Police.)
b. The proper PPE and safety equipment is available, if required.
c. Time. Ensure emergency workers spend the shortest time possible in the hazard area if exposed to a hazard.
d. Distance. Maximize the distance between the hazard and LRHA responders.

2. The Public. Protective actions for the residents must be selected and implemented based on the hazards present and appropriate instructions and information provided through the City EOC and usual means of warning and public information. Protective actions for the residents may include:

a. Evacuation.

b. Shelter-in-place.

c. Access control to deny entry into contaminated or disaster areas.

d. Restrictions on the use of contaminated foodstuffs, normally imposed by the Arkansas Department of Health.

e. Restrictions on the use of contaminated public water supplies, normally imposed by the AEDQ.

f. For incidents involving biological agents, protective actions taken to prevent the spread of disease may include:

1) Isolation areas for diseased victims until transported.
2) Quarantines to restrict movement of people and pets in a specific development.

Such measures are normally recommended and imposed by public health authorities.

F. Requesting External Assistance

1. Requests for Local, State or Federal (HUD or other agencies) will be made by the Executive Director or a designee appointed by the ED.
2. Depending on the severity of the incident, the City may issue a local disaster declaration and request assistance from the Governor. The Governor may declare a State of Disaster for the local area and request the President issue an emergency or disaster declaration for the local area.
3. If communications have failed or are overwhelmed, local HAM Radio operators maybe requested to establish communications with HUD and other sources for assistance.

G. Coordination of Local Medical Response to Biological Weapons Incidents

The local health department, is most familiar with community health providers and will typically take the lead in coordinating the local medical response. They may request assistance from local professional organizations in providing information to all members of the local medical community. Hence, concise information on the LRHA and its residents maybe required to assist with the recovery operations. Ensure “The right to public information” is approved by the Executive Director, prior to any release.

H. Activity Phases of Emergency Management

1. Mitigation

Carry out anti-terrorist activities, including:

a. Identify any potential terrorist activities and report these to the local law enforcement agencies or the FBI.

b. Develop and implement security actions deemed necessary for the LRHA. This must be approved by the ED.

c. Implement passive facility protection programs to reduce the vulnerability (i.e. Extra personnel on the night crew, security measures increased, or other measures that maybe required.)

2. Preparedness

a. Conduct or arrange terrorism awareness training and periodic refresher training by local law enforcement, fire service and FBI.

b. Develop emergency communications procedures.

c. Establish appropriate mutual aid agreements.

d. Conduct drills and exercise to test plans, procedures, and training.

e. Conduct awareness programs for residents.

3. Recovery

a. If required, ensure decontamination is complete, prior to entry into a LRHA disaster area.

b. Identify and restrict access to all structurally unsafe buildings.

c. Ensure the cleanup of any hazardous material that have or might be hazardous to a resident, enter local water, sewer, or drainage systems.

d. For a resident who cannot return to their home, assist in arranging temporary housing (Local hotel, family, or other shelter.

e. The Director of Public Housing will submit a daily "Situational Report" to the ED.

f. For contaminated areas that cannot be decontaminated and returned to normal use in the near term, develop and implement appropriate access controls.

g. Maintain records of use of personnel, equipment, and supplies used in response and recovery for possible recovery from the responsible party or reimbursement by the state or federal government

h. Conduct post critical incident stress management activities for employees and residents.

i. Debrief ERT personnel;

j. Prepare damage assessment reports, photos, video, and update plans and procedures on the basis of lessons learned, ensuring all areas affected are documented.

k. Document, Document, Document.

l. Restore normal services.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. Our normal emergency organization, utilizing LRHA employees will carry out the response to and recovery actions from terrorist incidents.

B. Assignment of Responsibilities

1. The City of Little Rock will:

a. Provide policy guidance with response to anti-terrorism and counter-terrorism programs.

b. Provide general direction for response and recovery operations in the aftermath of a terrorism incident.

2. The Housing Authority Director of Public Housing will:

   a. Coordinate regularly with the City EOC, Fire Department, Police Department/Sheriff's Office, and other law enforcement entities with respect to threats, both natural and man induced, and determines appropriate readiness actions during periods of increased threat.

   b. In conjunction with other local officials, determine the vulnerabilities of the LRHA, potential impact upon the residents, and recommend appropriate mitigation and preparedness activities.

   c. Recommend appropriate training for the LRHA employees and residents.

   d. Coordinate periodic drills and exercises to test plans, procedures, and training.

   e. Request mutual assistance, if necessary.

   f. Develop and conduct terrorism awareness programs for the residents.

   g. Develop common communication procedures.

   h. Coordinate matters with the Executive Director during an emergency and plot damage assessments.

   i. Provide an initial damage assessment utilizing "Damage Assessment Checklist" request additional resources if required.

3. Maintenance will:

   a. Assign liaison personnel to the LRHA EOC.

   b. Clear and/or remove debris as directed.

   c. Support search and rescue operations, if requested by the LRHA EOC or the City.

   d. Provide emergency power and lighting at the incident site upon request.

   e. Provide barricades and temporary fencing as requested.

   f. Carry out emergency repairs to streets as necessary or coordinate with the City Street Dept. to support emergency operations and restore essential traffic.

   g. Assist the ERT in preliminary assessment of damage to structures and streets, and utilities.

   h. Provide other support for emergency operations as necessary.

   i. Carry out emergency repairs to water systems as necessary to support emergency operations and restore essential services or initiate water conservation procedures, if required.

   j. Identify to the LRHA EOC requirements for emergency drinking water supplies from outside sources if needed.

4. All Other Departments

a. Provide personnel, equipment, and supply support for emergency operations upon request.

b. Provide trained personnel to staff the EOC, if required.

c. Provide technical assistance to the Incident Commander (FBI, Fire Department or Police) and the EOC upon request.

d. Participate in the City, HUD and LRHA terrorism awareness training, drills, and exercises.

VII. DIRECTION & CONTROL

A. The City of Little Rock will provide general guidance for emergency operations, including the response to terrorist incidents. During periods of heightened terrorist threat or after an incident has occurred, the City and the LRHA EOC's will be activated.

B. The City will provide overall direction of the terrorist incident response activities.

C. The LRHA Director of Public Housing, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response. If terrorist attacks affect multiple widely separated facilities, separate command operations may be set up that would report to the LRHA EOC.

D. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from others.

E. In a large-scale terrorist incident, significant help may be needed from other agencies, and the federal government. All participating response forces must agree on general objectives, priorities, and strategies for resolving the emergency situation for the LRHA.

VIII. READINESS LEVELS POSTED BY THE CITY / LRHA

A. Readiness Level 4 – Normal Conditions

See the mitigation and preparedness activities in paragraphs V.H.1) and V.H.2) above.

B. Readiness Level 3 - Increased Readiness

1. When local law enforcement personnel determine or are advised by the City, DPS or the FBI that there is a credible threat of near-term local terrorist action, LRHA employees shall be alerted by the EM. The EM and the ERT shall review the potential emergency situation, plans, and procedures, and determine and implement appropriate readiness actions. These may include:

   a. Additional after-hours LRHA technicians and appropriate security personnel;
   b. Reviewing personnel and equipment status and taking actions to enhance resource availability;
   c. Reviewing inventory of critical consumable supplies and increasing stocks if needed;
   d. Increasing security at developments that are potential targets,
   e. Placing selected ERT members or employees on higher state of readiness.

2. Consistent with the need for security to the LRHA, disseminate threat awareness information to the residents and recommend similar steps of vigilance for them.

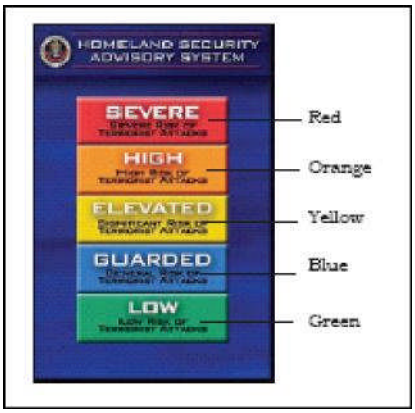
C. Readiness Level 2 – High Readiness

1. Further increase security, if required.
2. Further increase readiness of LRHA ERT.
3. Consider partial activation of the LRHA EOC to monitor situation and maintain data on resource status.
4. Depending on the specific situation disseminate information and instructions to the residents.

D. Readiness Level 1 – Maximum Readiness

1. Implement most rigorous security measures.
2. Bring ERT to maximum readiness, if required.
3. Activate the LRHA EOC (If not already) to monitor the situation and maintain data on resource status.
4. Disseminate information to the public, if needed.
5. Determine and implement precautionary protective measures for the residents in selected areas or for specific facilities where appropriate.

Advisory System Homeland Security



he Homeland Security Advisory System was designed to provide a national framework and comprehensive means to disseminate information regarding the risk of terrorist acts to federal, state, and local authorities and to the American people. This system provides warnings in the form of a set of graduated "threat conditions" that increase as the risk of the threat increases. At each threat condition, government entities and the private sector, including businesses and schools, would implement a corresponding set of "protective measures" to further reduce vulnerability or increase response capability during a period of heightened alert. Although the Homeland Security Advisory System is binding on the executive branch, it is voluntary to other levels of government and the private sector. There are five threat conditions, each identified by a description and corresponding color. The greater the risk of a terrorist attack, the higher the threat condition. Risk includes both the probability of an attack occurring and its potential gravity. Threat conditions may be assigned for the entire nation, or they may be set for a particular geographic area or industrial sector. Assigned threat conditions will be reviewed at regular intervals to determine whether adjustments are warranted.

Threat Conditions and Associated Protective Measures

There is always a risk of a terrorist threat. Each threat condition assigns a level of alert appropriate to the increasing risk of terrorist attacks. Beneath each threat condition are some suggested protective measures that the government, the private sector, and the public can take, recognizing that the heads of federal departments and agencies are responsible for developing and implementing appropriate agency-specific protective measures:

Low Condition (Green). This condition is declared when there is a low risk of terrorist attacks. Government entities and the private sector, including businesses and schools, should consider the following protective measures:

- Refine and exercise prearranged protective measures;
- Ensure personnel receive proper training on the Homeland Security Advisory System and specific prearranged department or agency protective measures; and
- Institute a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.

Members of the public can:

- Develop a household disaster plan and assemble a disaster supplies kit. (See "Emergency Planning and Disaster Supplies" Chapter 1).

Guarded Condition (Blue). This condition is declared when there is a general risk of terrorist attacks. In addition to the measures taken in the previous threat condition, government entities and the private sector, including businesses and schools, should consider the following protective measures:

- Check communications with designated emergency response or command locations;
- Review and update emergency response procedures; and
- Provide the public with any information that would strengthen its ability to act appropriately.

Members of the public, in addition to the actions taken for the previous threat condition, can:

- Update their disaster supplies kit;
- Review their household disaster plan;
- Hold a household meeting to discuss what members would do and how they would communicate in the event of an incident;
- Develop a more detailed household communication plan;
- Apartment residents should discuss with building AB Managers steps to be taken during an emergency; and
- People with special needs should discuss their emergency plans with friends, family or employers.

Elevated Condition (Yellow). An Elevated Condition is declared when there is a significant risk of terrorist attacks. In addition to the measures taken in the previous threat conditions, government entities and the private sector, including businesses and schools, should consider the following protective measures:

- Increase surveillance of critical locations;
- Coordinate emergency plans with nearby jurisdictions as appropriate;
- Assess whether the precise characteristics of the threat require the further refinement of prearranged protective measures; and
- Implement, as appropriate, contingency and emergency response plans. Members of the public, in addition to the actions taken for the previous threat condition, can:
- Be observant of any suspicious activity and report it to authorities;
- Contact neighbors to discuss their plans and needs;
- Check with school officials to determine their plans for an emergency and procedures to reunite children with parents and caregivers; and
- Update the household communication plan.

High Condition (Orange). A High Condition is declared when there is a high risk of terrorist attacks. In addition to the measures taken in the previous threat conditions, federal departments and agencies will converge government entities and the private sector, including businesses and

schools, should consider the following protective measures:

- Coordinate necessary security efforts with federal, state, and local law enforcement agencies, National Guard or other security and armed forces;
- Take additional precautions at public events, possibly considering alternative venues or even cancellation;
- Prepare to execute contingency procedures, such as moving to an alternate site or dispersing the workforce;
- Restrict access to a threatened facility to essential personnel only.

Members of the public, in addition to the actions taken for the previous threat conditions, can:

- Review preparedness measures (including evacuation and sheltering) for potential terrorist actions including chemical, biological, and radiological attacks;
- Avoid high profile or symbolic locations; and
- Exercise caution when traveling.

Severe Condition (Red). A Severe Condition reflects a severe risk of terrorist attacks. Under most circumstances, the protective measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to the protective measures in the previous threat conditions, government entities and the private sector, including businesses and schools, should consider the following protective measures:

- Increase or redirect personnel to address critical emergency needs;
- Assign emergency response personnel and pre-position and mobilize specially trained teams or resources;
- Monitor, redirect, or constrain transportation systems; and
- Close public and government facilities not critical for continuity of essential operations, especially public safety.

Members of the public, in addition to the actions taken for the previous threat conditions, can:

- Avoid public gathering places such as sports arenas, holiday gatherings, or other high-risk locations;
- Follow official instructions about restrictions to normal activities;
- Contact employer to determine status of work;
- Listen to the radio and TV for possible advisories or warnings; and
- Prepare to take protective actions such as sheltering-in-place or evacuation if instructed to do so by public officials.

IX. ADMINISTRATION & SUPPORT

A. Reports & Records

1. Situation Report. During emergency operations a daily situation report should be prepared and provided to the Executive Director.

2. Records Relating to Emergency Operations

   a. Activity Logs. The LRHA EOC shall maintain accurate logs recording key response activities and the commitment of resources.

   b. Cost Records for Response. All departments shall maintain detailed records of labor costs, equipment usage, and supplies expended. These records may be used to recover allowable response and recovery costs from the federal government in the event a federal emergency or disaster declaration is issued by the President.

B. Preservation of Records

As terrorists often target government facilities, government records are at risk during terrorist incidents. To the extent possible, legal, property, and tax records should be protected. The principal causes of damage to records are fire and water. If LRHA records are damaged during the incident response, the LRHA EOC should be promptly advised so that timely professional assistance can be sought to preserve and restore them.

C. Post-Incident Review

The LRHA shall provide a post incident report to the City EOC and HUD, as it is responsible for organizing and conducting a critique following the conclusion of such a significant terrorist incident. This report shall discuss the pros/cons, items of concern, improvements and contacts.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. Development. The LRHA Director of Public Housing is responsible for maintaining and revising this plan.

B. Maintenance. This plan will be reviewed annually in Janaury.

XI. REFERENCES

FEMA, Guide for All-Hazard Emergency Operations Planning (SLG-101).

US Department of Transportation/Transport Canada, *Emergency Response Guidebook.*

City of Little Rock Emergency Management Plan

LITTLE ROCK HOUSING AUTHORITY RESPONSE TO NATURAL GAS LEAKS PLAN ~CHAPTER 4~

A. Introduction

No emergency plan can cover all situations. There is no substitute of the sound judgment of the person or persons involved. **IN ANY EMERGENCY, THE SAFETY OF PEOPLE MUST ALWAYS BE FIRST PRIORITY.** Everyone responsible for handling an emergency situation will be familiar with the contents of this plan and the emergency procedures thereof. Training will be conducted annually for Maintenance and for those in charge of emergency situations.

B. Definition of Emergency Incident

An emergency condition exists when we determine that extraordinary procedures, equipment, manpower, and/or supplies must be used to protect people from existing or potential hazards.

LITTLE ROCK HOUSING AUTHORITY FIRE PROCEDURES PLAN
~CHAPTER 5~

Fire

Response to Fire or Suspected Fire

1. If a burning odor or smoke is present, pull a fire alarm (If applicable) to activate the fire alarm system.
2. Call 911 and report the location of the fire and the material burning if known. Report this information to fire and police personnel as they arrive.
3. If you can help control the fire without personal danger and have received training, take action with available fire extinguisher. If not, leave the area.
4. Never allow the fire to come between you and an exit. Leave the building, checking as you leave to make sure everyone has left the immediate area. Close doors behind you to confine the fire.
5. Evacuate the building.

Note: Maintenance employees should, if possible, shut off gas in the building or area; call/radio The Director of Public Housing and the Property Manager.

Response to Audible Fire Alarms

1. If the audible fire alarm sounds, evacuate the building.
2. Leave immediately; do not delay to locate personal items.
3. Try to make sure that all members of your department hear the alarm and evacuate the area by quickly checking nearby restrooms, copier rooms, storage rooms, etc. as you exit.
4. Use the nearest stairway. Do not use the elevator.
5. If requested, accompany and assist persons with disabilities.
6. Shut all doors behind you as you go. Closed doors can slow the spread of fire and smoke.
7. Evacuate as quickly as possible but in an orderly manner. Do not push or shove.
8. Once outside, move at least 100 feet from the building.
9. Meet at a predetermined location to account for all members of your team.
10. Return to the building only when given the "all clear" by the Fire Department or LRHA. Do NOT assume that when the audible alarm ceases it is safe to enter the building. There are many possible reasons for the alarm to stop sounding.

Fire in a Unit

1. If an emergency response team (Fire Department of Police) has arrived, call 911.
2. Assist emergency teams with securing of gas and electrical.
3. Assist the resident to afford them shelter, if required.
4. Collect as much information as possible, but a minimal get the following:
   - Families name
   - Was anyone hurt, if so get specifics on injury and names etc.
   - Address
   - Source of fire
   - Damage assessment (can they stay in the unit, is it totally destroyed etc.)
   - Are other units affected, if so identify what and addresses
   - Is arson suspected and will the fire dept. need to keep the unit closed

Note: Remember we will need the who, what, where, why and when of the incident.

5. Call the Housing Manager and the Director of Public Housing.
6. Call the American Red Cross if the family needs immediate shelter and cloths.
7. Have management take pictures.
8. Secure the unit (broken windows, doors etc.)
9. Keep an Event Log.
10. Send a Damage Assessment Report, if required

Note 1: If the resident will need temporary shelter ensure the Manager is notified.

Note 2: Maintenance employees should, if possible, shut off gas in the building or area,

Flooding and Water Damage to a Building

Serious water damage can occur from a number of sources: tornados, severe rain, broken pipes, clogged drains, damaged skylights or windows, or construction errors.

If a water leak occurs:

1. Report the exact location and severity of the leak to the onsite foreman and manager.
2. Keep an Event Log, if required
3. If there are electrical appliances or outlets near the leak, use extreme caution. Secure the electrical power only at the breaker or pull the meter.
4. If there is any possible danger to the resident, evacuate the area.
5. If you know the source of the closest water cutout secure this, if this cannot be located secure the next closest valve. Notify your Manager so they can notify residents.
6. Evaluate if the resident will need to move or will /require temporary shelter or housing.
7. Pump out any remaining water.
8. Repair the leak or source of flooding (i.e., unclog the drain, turn off the water, etc.), do so.

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LITTLE ROCK HOUSING AUTHORITY HAZMAT SPILL PROCEDURES PLAN
~CHAPTER 7~

Hazardous Material (HAZMAT) Spill Response

HAZARDOUS MATERIALS INCIDENTS

From industrial, chemical, and toxic waste to household detergents and air fresheners, hazardous materials are part of our everyday lives.

Hazardous materials are substances that because of their chemical nature pose a potential risk to life, health, or property if they are released or used improperly.
Hazards can exist during:

- Production.
- Storage.
- Transportation.
- Use.
- Disposal.

Potential sources of hazardous materials can include:

- Chemical plants.
- Local service stations, which store and dispense gasoline and diesel fuel.
- Hospitals, which store a range of radioactive and flammable materials.
- Hazardous materials waste sites, of which there are approximately 30,000 in the United States.
- Transport vehicles, including trucks, trains, ships, and aircraft.
- LRHA parts warehouse, maintenance shops and most other areas where cleaning supplies etc. are stored.
- Hazardous materials incidents can range from a chemical spill on a highway to groundwater contamination by naturally occurring methane gas. Hazardous materials incidents can occur anywhere.

A hazardous material spill, is a spill in which there is a significant amount of a hazardous material released or one in which the release of the substance cannot be controlled. Examples of hazardous materials in quantities that would be considered a spill are: more than one gallon of bleach, more than 100 ml of sulfuric acid, over one gallon of gasoline, and any quantity of mercury. Also to include infectious materials, such as blood and other body fluids.

Warning Procedures

A warning of a hazardous material spill or release could come via:

- Television
- Radio
- Police or Fire units
- Housing Authority personnel

Note: If it is a local spill the area will be secured utilizing yellow warning tape in the spill kit by Housing Authority personnel.

Hazardous Material Spill Response

1. Secure & evacuate the area and stop the source of the hazardous material, if possible and will not endanger life or health, and leave immediately. Report the emergency from a safe location uphill and upwind of the spill. Use your senses of sight, smell, and hearing. If any one of these senses alarm you than treat the spill with extreme caution.
2. Notify the Supervisor immediately. Dial 911 if needed.
3. Stay away from the incident site to avoid spread of contamination.
4. Unless trained, DO NOT attempt to clean up the spill.
5. If the Fire Department is called, make yourself available to emergency response personnel to supply critical information to aid in clean up.
6. Provide as much of the following information as possible:

    - Where has the hazardous material spill occurred? Specify the floor, room number, and location in room.
    - Has there been a fire and/or explosion?
    - Are there any injuries? If so, how many?
    - What material has been spilled?
    - What is the state of the material (i.e., solid, liquid, gas, combination)?
    - Is any of the hazardous material escaping from the spill location in the form of chemical vapors/fumes or running or dripping liquid?

Note If the hazardous material comes in contact with your skin, immediately flush the affected area with copious amounts of water for at least 15 minutes, and then seek medical attention.

Infectious Material Spill Response

1. If the infectious material comes in contact with your skin, immediately wash with soap and water.
2. Unless trained, DO NOT attempt to clean up the spill.
3. For clean up of infectious materials refer to chapter 8.
4. If other organizations are called in, i.e. Environmental Health and Safety personnel make yourself available to supply information to aid in clean up and ensure the Director of Public Housing is contacted.

Additional precautions for any spill

- Avoid contact with spilled liquids, airborne mists, or condensed solid chemical deposits. Keep your body fully covered to provide some protection. Wear gloves, socks, shoes, pants, and a long-sleeved shirt.
- Do not eat food or drink water that may have been contaminated. You need to follow all of the instructions given by emergency authorities.
- If required, activate “Shelter in Place” procedures located in chapter 2 of this manual.
- Seek medical treatment for unusual symptoms as soon as possible.

Safe Handling of Chemicals

To ensure the safe handling of chemicals, you should:

- Read all directions before using a new chemical product. Be sure to store chemicals according to the instructions on the label or MSDS.
- Store chemicals in a safe, secure location, out of the reach of children.
- Avoid mixing household chemical products. Deadly fumes can result from the mixture of chemicals such as chlorine bleach and ammonia. Never smoke while using household chemicals. Avoid using hair spray, cleaning solutions,

paint products, or pesticides near an open flame, pilot light, lighted candle, fireplace, etc. Although you may not be able to see or smell it, vapor could catch fire or explode.

- If you spill a chemical, clean it up in accordance with the label instructions, MSDS. Be careful to protect your eyes and skin ***(wear gloves and eye protection)***. If rags are used allow the fumes to evaporate outdoors, then dispose of the rags by wrapping them in a newspaper and placing them in a sealed plastic bag in your trashcan.
- Post the number of the nearest poison control center near all telephones. In an emergency situation, you may not have time to look up critical phone numbers.
- Learn to detect hazardous materials. Many hazardous materials do not have a taste or an odor, and some can be detected because they cause physical reactions such as watering eyes or nausea. Other hazardous materials exist beneath the ground and can be recognized by an oil or foam-like appearance.
- Learn to recognize the symptoms of poisoning. What to do during a household chemical emergency:
- If a poisonous substance is consumed, find any containers immediately. Medical professionals may need specific information from the container(s) to provide the best emergency advice. Call the poison control center at 1-800-222-1222 and, if directed, 9-1-1 or local emergency number. Follow the emergency operator or dispatcher's instructions carefully. Do not give anything by mouth until medical professionals have advised you.

If a poisonous substance is consumed

- Find any containers immediately. Medical professionals may need specific information from the container(s) to provide the best emergency advice.
- Call the poison control center at 1-800-222-1222 and, if directed, 9-1-1 or local emergency number. Follow the emergency operator or dispatcher's instructions carefully. Do not give anything by mouth until medical professionals have advised you.

If a chemical gets into the eyes:

- Follow the emergency instructions on the container.
- Continue the flushing process for at least 15 minutes, at the eye wash stations located in the maintenance shops, even if the victim indicates that he or she is no longer feeling any pain, and then seek medical attention.

If there is a fire or explosion

- Evacuate the residence immediately.
- Move upwind and away to avoid breathing toxic fumes.
- Call the fire department from outside (using a cellular phone or a neighbor's phone) and safely away from the danger.

These are additional measures that you should take in case of a chemical Emergency

- Wash hands, arms, or other exposed body parts that may have been exposed to the chemical. Chemicals may continue to irritate the skin until they are washed off.
- Discard clothing that may have been contaminated. Some chemicals may not wash out completely. Discarding clothes will prevent potential future exposure.
- Administer first-aid treatment to victims of chemical burns. Follow these steps to administer first aid:

    1) Call 9-1-1 for emergency help.
    2) Remove clothing and jewelry from around the injury.
    3) Pour clean, cool water over the burn for 15 to 30 minutes.
    4) Loosely cover the burn with a sterile or clean dressing. Be sure that the dressing will not stick to the burn.
    5) Refer the victim to a medical professional for further treatment.

LITTLE ROCK HOUSING AUTHORITY INFECTIOUS MATERIAL SPILL PROCEDURES PLAN
~CHAPTER 8~

Introduction

Due to the possible contact to potentially infectious diseases during routine or emergency work, within the scope of our daily routine it is important that employee's are properly trained, have the proper protective equipment and understand the tasks or procedures in the event contact is made with an infectious disease.

Purpose

This establishes a written Exposure Control Plan for the Housing Authority that is designed to eliminate or minimize employee exposure to blood or other potentially infectious materials.

Applicability

It is the responsibility of all employees's to understand and administer the contents of this guidance.

Responsibilities

Human Resources. Establish an employee Occupational Health and Safety Plan. Ensure all new employees have received training and a Hepatitis B shot. If an employee refuses it shall be recorded on a LRHA Hepatitis B Decline form (Appendix (R).

Managers, Maintenance Supervisors. Administer the plan and ensure all Personal Protective Equipment (PPE) is available to support proper clean up of spills. Report all spill occurrences promptly to their immediate supervisor.

General.

1. Universal precautions shall be observed to prevent contact with potentially infectious materials. Under circumstances in which it is difficult or impossible to identify the difference between body fluid types, than all body fluids shall be considered potentially infectious.
2. Work practice controls (Appendices (S) (T), and (U) and proper Personnel Protective Equipment (PPE) shall be used to eliminate or minimize employee exposure.
3. These controls shall be examined and maintained or replaced annually.
4. When hand washing facilities are not available, there shall be an appropriate antiseptic hand cleaner in conjunction with clean cloth/paper towels or antiseptic towelettes. If

hand cleaners or towelettes are used, hands shall be washed with soap and hot running water as soon as feasible.

5. Immediately or as soon as possible all contaminated or considered contaminated sharps shall be placed in appropriate containers until properly reprocessed. Containers shall be puncture resistant, leak proof and labeled.
6. No eating, smoking, drinking, applying cosmetics or lip balm, and handling contact lenses in prohibited work areas where there is a reasonable likelihood of occupational exposure.
7. All clean up procedures shall be performed in protective clothing in such a manner as to minimize splashing, spraying, spattering, and generation of droplets of these substances.
8. The Housing Authority will provide/replace, at no cost to the employee, appropriate personal protective equipment, as per appendix.
9. Gloves shall be worn when it can be reasonably anticipated that the employee may have hand contact with blood, potentially infectious materials, mucous membranes, and non-intact skin and when handling or touching contaminated items or surfaces.
10. Masks, Eye Protection, and Face Shields. Masks in combination with eye protection devices, such as face shields shall be worn whenever splashes, Spray, Spatter, or droplets of blood, potentially infectious materials, may be generated and eye, nose, or mouth contamination can be reasonably anticipated.
11. All contaminated work areas and equipment shall be cleaned and decontaminated with Povadine Iodine or Clorox.
12. Contaminated broken glassware shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dustpan, tongs, or forceps.
13. Contaminated equipment, not disinfected at the site, shall be placed in a leak proof bag and transported to the area maintenance building for disinfecting.
14. When potentially infectious materials are present in the work area or containment module, a hazard warning sign incorporating the universal biohazard symbol shall be posted on all access doors.
15. The employer shall ensure that the healthcare professional responsible for the employee's hepatitis B vaccination is provided a copy of the OSHA 29 CFR 1910.1030.
16. Ensure the employer provides a blood test if an "Exposure Incident" occurs and that the results of such are documented with information on the results provided to the employee.
17. Employer shall ensure that all employees with occupational exposure participate in a training program, which must be provided. To be at a minimum:

    - At the initial assignment to tasks where occupational exposure may take place (With in 90 days and annually thereafter).
    - If changes or new procedures come into effect (As per current safety guidelines by OSHA, etc.).
    - An explanation of the modes of transmission.
    - A general explanation of the epidemiology and symptoms of these diseases. An explanation of the appropriate method for recognizing task's and other activities that involve exposure to potentially infectious materials
    - Methods to reduce exposure.
    - Location of equipment and how to use it.
    - Information on Hepatitis B.

- Information on appropriate actions to take and persons to contact in an emergency.
- Explanation on signs and labels.

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LITTLE ROCK HOUSING AUTHORITY DISASTER PSYCHOLOGY PROCEDURES PLAN
~CHAPTER 9~

Team Well-Being

During a disaster, you may see and hear things that will be extremely unpleasant. Vicarious trauma is the process of change in the rescuer resulting from empathic engagement with survivors. It is an occupational hazard" for helpers.

Do not:

> Over identify with the survivors.
> Take on the survivors' feelings as your own. Taking ownership of others' problems will compound your stress and affect the Housing Authority Team overall effectiveness.

Note: Be alert to signs of disaster trauma in yourself, as well as in disaster victims, so that you can take steps to alleviate stress.

Psychological symptoms may include

> Irritability or anger.
> Self-blame or the blaming of others.
> Isolation and withdrawal.
> Fear of recurrence.
> Feeling stunned, numb, or overwhelmed.
> Feeling helpless.
> Mood swings.
> Sadness, depression, and grief.
> Denial.
> Concentration and memory problems.
> Relationship conflicts/marital discord.
> Loss of appetite.
> Headaches or chest pain.
> Diarrhea, stomach pain, or nausea.
> Hyperactivity.
> Increase in alcohol or drug consumption.
> Nightmares.
> The inability to sleep.
> Fatigue or low energy.

Steps that can take to promote team well-being before, during, and after an incident

> Provide pre-disaster stress management training to all personal.
> Brief ERT and LRHA personnel before the effort begins on what they can expect to see and what they can expect in terms of emotional response in the survivors and themselves.
> Emphasize that we are a team. Sharing the workload and emotional load can help defuse pent-up emotions.
> Encourage LRHA employees to rest and re-group so that they can avoid becoming overtired.
> Direct ERT or LRHA employees to take breaks away from the incident area, to get relief from the stressors of the effort.
> Encourage employees to eat properly and maintain fluid intake throughout the operation. Explain that they should drink water or other electrolyte-replacing fluids, and avoid drinks with caffeine or refined sugar.

- Rotate teams for breaks or new duties (i.e., from high-stress to low-stress jobs). Team members can talk with each other about their experiences. This is very important for their psychological health.
- Phase out workers gradually. Gradually phase them from high- to low-stress areas of the incident.
- Conduct a brief discussion (defusing) with workers after the shift, in which workers describe what they encountered and express their feelings about it.
- Arrange for a debriefing 1 to 3 days after the event in which workers describe what they encountered and express their feelings about it in a more in-depth way. The LRHA may invite a mental health professional trained in Critical Incident Stress Management (CISM) to conduct a Critical Incident Stress Debriefing (CISD). A CISD is a formal group process held between 1 to 3 days after the event and is designed to help personnel cope with a traumatic event.

Personal Stress

Each individual should spend some time thinking about other ways to reduce stress personally. Only they know what makes them able to reduce stress within. Expending the effort required to find personal stress reducers is worthwhile before an incident occurs. You can take the following preventive steps in their everyday life:

- Get enough sleep.
- Exercise.
- Eat a balanced diet.
- Balance work, play, and rest.
- Allow yourself to receive as well as give. Remember that your identity is broader than that of a helper.
- Connect with others.
- Use spiritual resources.

Experienced rescue workers find these steps helpful in controlling their stress levels, but, in some cases, it might be necessary to seek help from mental health professionals.
CISD is one type of interventions within a more comprehensive, multicomponent crisis intervention system that is based on a careful assessment of the needs of a group or individual.
CISD should not be used as a stand-alone intervention with other types be used in conjunction with other types of intervention.

Utilizing "TEAM WELL-BEING"

During a disaster, you may see and hear things that will be extremely unpleasant.
Vicarious (Shocking or sensational) trauma is the process of change in the rescuer resulting from empathic engagement with survivors. It is an "occupational hazard" for helpers. Do not over identify with the survivors. Do not take on the survivors' feelings as your own. Taking ownership of others' problems will compound your stress and affect the ERT's overall effectiveness. Be alert to signs of disaster trauma in yourself, as well as in disaster victims, so that you can take steps to alleviate stress.

Emergency Response Team

Psychological symptoms may include:

- Irritability or anger.
- Self-blame or the blaming of others.
- Isolation and withdrawal.
- Fear of recurrence.
- Feeling stunned, numb, or overwhelmed.
- Feeling helpless.
- Mood swings.

> Sadness, depression, and grief. > Denial.
> Concentration and memory problems. > Relationship conflicts/marital discord. > Physiological symptoms may include:
> Loss of appetite.
> Headaches or chest pain.
> Diarrhea, stomach pain, or nausea. > Hyperactivity.
> Increase in alcohol or drug consumption. > Nightmares.
> The inability to sleep.
> Fatigue or low energy.

There are steps that ERT team leaders can take to promote team well-being before, during, and after an incident:

- Provide pre-disaster stress management training to all ERT personal.
- Brief ERT personnel before the effort begins on what they can expect to see and what they can expect in terms of emotional response in the survivors and themselves.
- Emphasize that the ERT is a team. Sharing the workload and emotional load can help defuse pent-up emotions.
- Encourage rescuers to rest and re-group so that they can avoid becoming overtired.
- Direct rescuers to take breaks away from the incident area, to get relief from the stressors of the effort.

> Encourage rescuers to eat properly and maintain fluid intake throughout the operation. Explain that they should drink water or other electrolyte-replacing fluids, and avoid drinks with caffeine or refined sugar.

- Rotate teams for breaks or new duties (i.e., from high-stress to low-stress jobs). Team members can talk with each other about their experiences. This is very important for their psychological health.
- Phase out workers gradually. Gradually phase them from high- to low-stress areas of the incident. > Conduct a brief discussion (defusing) with workers after the shift, in which workers describe what they encountered and express their feelings about it.

> Arrange for a debriefing 1 to 3 days after the event in which workers describe what they encountered and express their feelings about it in a more in-depth way. ERT leader may invite a mental health professional trained in Critical Incident Stress Management (CISM) to conduct a Critical Incident Stress Debriefing (CISD). A CISD is a formal group process held between 1 to 3 days after the event and is designed to help emergency services personnel and volunteers cope with a traumatic event.

You should spend some time thinking about other ways to reduce stress personally. Only you know what makes you able to reduce stress within yourself. Expending the effort required to find personal stress reducers is worthwhile before an incident occurs.

Experienced rescue workers find the steps under “Personal Stress” helpful in controlling their stress levels, but, in some cases, it might be necessary to seek help from mental health professionals. CISD is one type of interventions within a more comprehensive, multicomponent crisis intervention system that is based on a careful assessment of the needs of a group or individual. CISD should not be used as a stand-alone intervention with other types be used in conjunction with other types of intervention

CISD

Has seven phases:

1. Introductions and a description of the process, including assurance of confidentiality
2. Review of the factual material about the incident
3. Sharing of initial thoughts/feelings about the incident
4. Sharing of emotional reactions to the incident
5. Review of the symptoms of stress experienced by the participants
6. Instruction about normal stress reactions
7. Closing and further needs assessment

Participation in CISD should be voluntary. To schedule a CISD, you should contact the Red Cross, local emergency management agency, or community mental health agency. You could also ask your local fire or police department for help in contacting the appropriate person.

WORKING WITH SURVIVORS' TRAUMA

Some research studies have indicated that survivors go through emotional phases following a disaster:

- In the impact phase, survivors do not panic and may, in fact, show no emotion.
- In the inventory phase, which immediately follows the event, survivors assess damage and try to locate other survivors. During this phase, routine social ties tend to be discarded in favor of the more functional relationships required for initial response activities (e.g., search and rescue).
- In the rescue phase, emergency services personnel (including ERT) are responding and survivors are willing to take their direction from these groups without protest. This is why ERT identification (helmets, vests, etc.) is important.

> In the recovery phase, the survivors appear to pull together against their rescuers, the emergency services personnel. You should expect that survivors will show psychological effects from the disaster—and some of the psychological warfare will be directed toward you.

A crisis is an event that is experienced or witnessed in which people's ability to cope is overwhelmed:

> Actual or potential death or injury to self or others.
> Serious injury.
> Destruction of their homes, neighborhood, or valued possessions. > Loss of contact with family members or close friends.

Traumatic stress may affect:

- Cognitive functioning. Those who have suffered traumatic stress many act irrationally, have difficulty making decisions; or may act in ways that are out of character or them normally.

> They may have difficulty sharing or retrieving memories.

- Physical health. Traumatic stress can cause a range of physical symptoms—from exhaustion to heat problems.
- Interpersonal relationships. Those who survive traumatic stress may undergo temporary or long-term personality changes that make interpersonal relationships difficult. The strength and type of personal reaction vary because of:
    1. The victim's prior experience with the same or a similar event. The emotional effect of multiple events can be cumulative, leading to greater stress reactions.
    2. The intensity of the disruption in the survivors' lives. The more the survivors' lives are disrupted, the greater their psychological and physiological reactions may become.
    3. The meaning of the event to the individual. The more catastrophic the victim perceives the event to be to him or her personally, the more intense will be his or her stress reaction.

4. The emotional well being of the individual and the resources (especially social) that he or she has to cope. People who have had other recent traumas may not cope well with additional stressors.
5. The length of time that has elapsed between the event's occurrence and the present. The reality of the event takes time to "sink in." You should not take the survivors' surface attitudes personally. Rescuers may expect to see a range of responses that will vary from person to person, but the responses they see will be part of the psychological impact of the event—and probably will not relate to anything that the ERT have or have not done.

The goal of on-scene psychological intervention on the part of ERT members should be to stabilize the incident scene by stabilizing individuals. Do this in the following ways:

- Assess the survivors for injury and shock. Address any medical needs first. Observe them to determine their level of responsiveness and whether they pose a danger to themselves or to others.
- Get uninjured people involved in helping. Focused activity helps to move people beyond shock, so give them constructive jobs to do, such as running for supplies. This strategy is especially effective for survivors who are being disruptive.

Provide support by:

- Listening to them talk about their feelings and their physical needs. Victims often need to talk about what they've been through—and they want someone to listen to them.
- Empathizing. Show by your responses that you hear their concerns. Victims want to know that someone else shares their feelings of pain and grief.
- Help survivors connect to natural support systems, such as family, friends, or clergy. Survivors that show evidence of being suicidal, psychotic, or unable to care for themselves should be referred to mental health professionals for support. (This will be infrequent in most groups of survivors.)

When providing support, they should avoid saying the following phrases. On the surface, these phrases are meant to comfort the survivors, but they do not show an understanding of the person's feelings.

- "I understand." In most situations we cannot understand unless we have had the same experience.
- "Don't feel bad." The survivor has a right to feel bad and will need time to feel differently.
- "You're strong / You'll get through this." Many survivors do not feel strong and question if they will recover from the loss.
- "Don't cry." It is ok to cry.
- "It's God's will." Giving religious meaning to an event to a person you do not know may insult or anger the person.
- "It could be worse" or "At least you still have ..." It is up to the individual to decide whether things could be worse.

These types of responses could elicit a strong negative response or distance the survivor from you. It is ok to apologize if the survivor reacts negatively to something that you said.
One unpleasant task that ERT members may face is managing the family members at the scene of the death of a loved one. The guidelines below will help you deal with this situation:

- Cover the body; treat it with respect. Wrap mutilated bodies tightly.
- Have one family member look at the body and decide if the rest of the family should see it.
- Allow family members to hold or spend time with the deceased. Stay close by, but don't watch—try to distance yourself emotionally somewhat.

- Let the families grieve. Don't try to comfort them out of a need to alleviate your own discomfort. In some cases, the family may not know of the death of their loved one, and ERT members may be called upon to tell them. Suggest that in this situation, ERT members:
  1. Separate the family members from others in a quiet, private place.
  2. Have the person(s) sit down, if possible.
  3. Make eye contact and use a calm, kind voice.
  4. Use the following words to tell the family members about the death: "I'm sorry, but your family member has died. I am so sorry."

Ways to stabilize the incident

> Assess the survivors for injury and shock. Address any medical needs first. Observe them to determine their level of responsiveness and whether they pose a danger to themselves or to others.
> Get uninjured people involved in helping. Focused activity helps to move people beyond shock, so give them constructive jobs to do, such as running for supplies. This strategy is especially effective for survivors who are being disruptive.
> Provide support by listening to them talk about their feelings and their physical needs. Victims often need to talk about what they've been through—and they want someone to listen to them. Empathize and show by your responses that you hear their concerns. Victims want to know that someone else shares their feelings of pain and grief.
> Help survivors connect to natural support systems, such as family, friends, or clergy.
> Survivors that show evidence of being suicidal, psychotic, or unable to care for themselves should be referred to mental health professionals for support. (This will be infrequent in most groups of survivors.)

These types of responses could elicit a strong negative response or distance the survivor from the personnel trying to communicate. It is ok to apologize if the survivor reacts negatively to something that you said. One unpleasant task that ERT or LRHA employees may face is managing the family members at the scene of the death of a loved one. The guidelines below will help you deal with this situation:

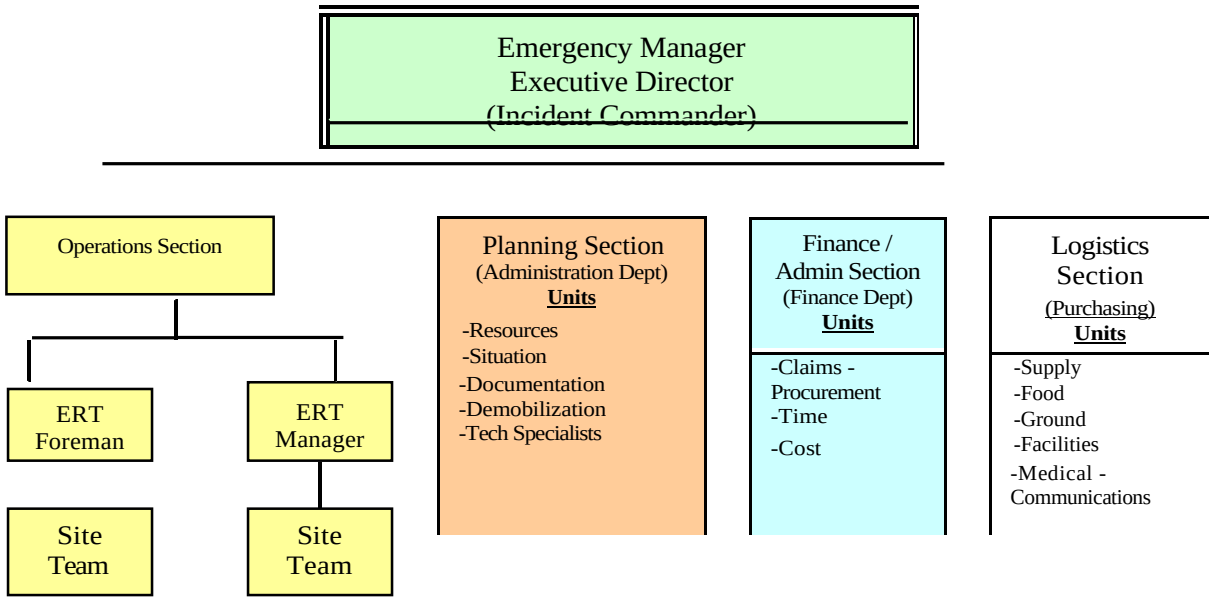
> Cover the body; treat it with respect. Wrap mutilated bodies tightly.
> Have one family member look at the body and decide if the rest of the family should see it. > Allow family members to hold or spend time with the deceased. Stay close by, but don't watch; try to distance yourself emotionally somewhat.
> Let the family grieve. Don't try to comfort them out of a need to alleviate your own discomfort. In some cases, the family may not know of the death of their loved one, and ERT members maybe called upon to tell them.

Suggest that in this situation, ERT members or LRHA employees:

> Separate the family members from others in a quiet, private place.
> Have the person(s) sit down, if possible.
> Make eye contact and use a calm, kind voice.
> Use the following words to tell the family members about the death: "I'm sorry, but your family member has died. I am so sorry."

LITTLE ROCK HOUSING AUTHORITY COMMUNICATIONS PLAN
~CHAPTER 10~

1. In the event of a disaster or incident the Housing Authority will utilize the National Incident Management System (NIM~~S) as per appendix (X).~~



2. An Initial Damage Assessment Report shall be submitted to HUD.

LITTLE ROCK HOUSING AUTHORITY MEDICAL EMERGENCY PLAN
~CHAPTER 11~

Medical Emergency

1. Upon learning that there is a medical emergency, dial 9 and than 911, and provide the dispatcher with the following information:

a) Nature of the emergency (Tell them symptoms you see)
b) Exact location and the name of the injured
c) Your name, department and phone number.

3. Stand by or have someone meet the paramedics to guide them.
4. Notify your Supervisor and HR with the details of the incident.
   a. HR will identify another LRHA employee to go to the hospital to provide information and to receive status of the patient. They need to stay at the hospital until a relative arrives or the LRHA asks them to return to work.

Minor Injury

In the event of a minor medical injury the employee shall be provided a form for the LRHA health service and a driver to bring them to the health service. The Human Resources Dept. shall be notified immediately of the incident.

Reporting

In either of the previous cases a Supervisors Investigation shall be routed with in 24 hours.

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LITTLE ROCK HOUSING AUTHORITY EMERGENCY RESPONSE TEAM
~CHAPTER 12~

Emergency Response Team

1. The Emergency Response Team is the Housing Authorities preliminary response team for Housing Authority emergencies. The team has three modes of operations that it can be utilized in:

- Quick response for a HA emergency.
- A response team to another HA or area where disaster or destruction has happened. Generally this deployment would be requested by HUD, with the team be under direction of HUD entities.
- Support for disaster victims from another area or state that are housed at the LRHA. This support could include, but not limited to, moving furniture, setting up management operations, etc.

Training

1. Team training will include:

- First Aid/CPR
- Annual disaster review
- National Incident Management System (NIMS)

Shots

1. The following shots must be administered to each member:

- Typhoid
- Hepatitis A
- Hepatitis B
- Tetanus
- Other – Any other vaccination noted by the Department of Health prior to deployment into another area.

LITTLE ROCK HOUSING AUTHORITY EVACUATION OF SPECIAL NEEDS INDIVIDUALS
~CHAPTER 13~

As per Housing Authority Policy, during any disaster the LRHA is to protect those who cannot protect themselves. This procedure will entail the two types of evacuation procedures, being large scale disasters that are declared a national disaster and local disasters.

Definitions

1. A person with medical special needs is:

- One who would need assistance during evacuations and sheltering because of physical or mental disabilities: and
- Someone who requires the level of care and resources beyond the basic first aid level of care that is available in the shelters for general population.

Mandated Evacuation

In the even of a mandated evacuation the HA will incorporate the City of Little Rock's evacuation plan. Housing Authority responsibility for this plan is:

1. Create and maintain a Special Needs Data Base (SNDB) of residents by property, that is updated on a annual basis by Management, which includes the following information:

- Name
- Address
- Telephone Number (Home & Cell)
- Age or Special need
- Other information deemed essential by the HA or City

Note: Things to consider the level and types of Special Needs persons when preparing the list:

- Level 1 – person's dependent on other s or in need of others for routine care (eating, walking, toileting, child under 18 without adult supervision, etc.
- Level 2 – persons with disabilities such as blind, hearing impaired, amputation, deaf/blind
- Level 3 – persons needing assistance with medical care administration, monitoring by a nurse, dependent on equipment, assistance with medications, mental health disorders
- Level 4 – persons outside an institutional facility care setting who require extensive medical oversight (i.e. IV chemotherapy, ventilator, peritoneal dialysis, hemodialysis, life support equipment, hospital bed and total care, morbidly obese)
- Level 5 – persons in institutional settings such as hospitals, long-term care facilities, assisted living facilities, state schools

2. Maintain a combined data base at the central office.

3. Be able to format the SNDB both electronically and in a physical report and send to the City of Little Rock EOC when an evacuation is ordered, as to assist them in identifying the physical needs required to transport or shelter this group.

Local Disaster

A local disaster could include fire, flood, terrorism, tornado or other types of disasters that are not noted under a nationally declared disaster. In the event of this type of disaster the following outline shall go into effect:

1. During a disaster:

    - Implement the National Incident Command System
    - Deploy the ERT to assess the immediate needs (Evacuation required, additional assistance etc.)
    - Identify the extent of the disaster and the long/short term needs (Shelter, food, bedding, blankets, communications for those evacuated, requirements for pets etc.

2. If evacuation is necessary the special needs data base will be utilized for the area/development affected to assist the ERT/HA in moving these individuals. Transportation will be provided in the event of a local disaster to move the residents from the disaster area to the locally designated shelter by the HA or the City of Little Rock. If the City EOC establishes a shelter the SNDB will be provided to the EOC to assist the city in identifying the physical needs required in setting up the emergency shelter.

LITTLE ROCK HOUSING AUTHORITY EVACUATION OF SPECIAL MEMORANDUM OF UNDERSTANDING
~CHAPTER 14~

I. Parties

The Memorandum of Understanding constitutes an agreement between the Little Rock Housing Authority and another agency.

II. Purpose

A. Background

The idea for mutual agreements would allow each HA to assist each other in the event of disaster. This MOU led the way for the creation of other agreements in Pulaski County.

A. Purpose

The Little Rock Housing Authority is dedicated to assisting others during disasters, and to provide emergency service to agencies and communities throughout Arkansas and the nation, as well as to improve and enhance the training required delivering this service.

The purpose of a Memorandum of Understanding (MOU) is to design a process that will provide for orderly and coordinated assistance with other communities and agencies in time of disaster.

A MOU shall meet the following:

1. Establish procedure for emergency assistance to other agencies.
2. Must be signed by the CEO/ED of each agency involved.
3. Agreement filed with each agency.
4. Responsibilities and changes to the MOU must be as per the agreement.
5. Copies shall be forwarded to the HUD field office.

Parties shall jointly agree to coordinate exercises, table top drills and training that will ensure correct implementation, organized and coordinated assistance of services when required.

References:

- OSHA Regulations (Standards – 29 CFR, Blood borne pathogens – 1919.1030)
- Homeland Security: http://www.dhs.gov/dhspublic/
- Centers for Disease Control and Prevention: http://www.bt.cdc.gov/
- FEMA: http://www.fema.gov/

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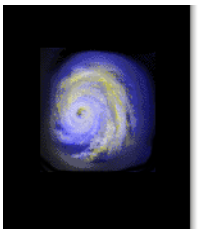
Little Rock Housing Authority Master Tornado Pre-Check List
(Appendix A)



In the event of a threat of a tornado in the Little Rock Area, the following action(s) shall be implemented:

PRIOR TO A TORNADO (EACH STEP SHALL BE REPORTED TO THE EMERGENCY MANAGER UPON COMPLETION)				
Event	**Completed**	**Comments**	**Responsible**	**Item to be completed**
Condition 5			Managers	Check the availability, condition and test (If applicable) storm gear. This should include (Plywood, rope, masking tape, flashlights, batteries, chain saws, fuel, axes, hammers, nails, and rain gear, generators.)
			Managers	Review plans for securing warehouses, storerooms and office buildings. Also look at plans for tying down garbage cans, and storing loose items.
			Managers	Trim tree and shrub branches that may possibly cause injury or damage to buildings or roofs.
			HR	Personal and Administrative Services provide Coordinator with contact information of employees NLT 1 June of each year.
			Site Foreman	Test Generators.
			Site Foreman	Inventory the Emergency Management Supply Locker
			Director of Public Housing	Contact the City Emergency Management Office for any new updates to the city plans and provide a copy of the ERT listing.
Condition 3/4 (Tornados 72 to 24 hours away.)			All	Place all loose gear indoors.
			Management / ROSS / Resident Services	Activate the Buddy System. Management communicates via a flyer to the residents so that they know that they need a buddy (Family or Friend) that can take them out of the city, as well as any other pertinent information at the time.
			Site Foreman	Identify any addition material needs (i.e. water, plywood etc.)
			Managers	Mangers secure all routine work order entries at 72 hrs prior to the tornado. Only life threatening W/O's will be accepted.
			All	Check trash (management to ensure there will be no loose debris and dumpsters are secured.)
			Site Foreman	Check sub pumps and place up high in an area that can be seen by the ERT
			Site Foreman	Each development bag, identify & place all power tools in a high locale.

			Site Foreman	Each development check power saws, place in a high area that can be seen by the ERT
			Site Foreman	20 Fire Extinguishers put up in Central Office
			Site Foreman	Generators tested again, fueled and placed in locations designated by the EM
			Site Foreman	Place Hazmat Spill kits in plastic and seal and put in a high place (Each Site)
			Managers	Charge Digital Camera batteries and store with 10 disquettes or cards to be taken out of the city.
			Site Foreman	Secure and tie down garbage containers.
			All	Fill all gasoline cans and top-off vehicle fuel tanks. This includes any item that uses fuel (i.e. chain saws, pruners, lawn equipment.
			Procurement	Top off the HA Gasoline Tank
			Procurement	Purchase water and plywood if required.
			Managers / Site Foreman	Ensure that all storm gear is in good condition and ready for use. Store in a high location.
			All	PC user files and data, designated as important to the continuity of LRHA business and service, will be copied to 3.5" floppy diskettes, CD's or flash drive. These will be adequately labeled with the owner and content and will be promptly submitted to the IT Dept. for transportation to off-site, secure and protected storage
			IT	Housing Authority network domain and application servers have redundant backup features. The CCS application server utilizes a 10-day, daily tape rotation backup procedure. The 10-day archive of backup tapes will also be transported to off-site, secure and protected storage
			All	All Housing Authority personnel have the responsibility to safeguard equipment (hardware and software) and other assets that are assigned to or used by them. For hardware and software protection, 300 large plastic bags with tie wraps will be made available by the EM for PC users to cover and seal in place (if practical)- computers, monitors, keyboards, pointing devices, printers and software packages
			All	All printer paper, copier paper and forms will be stored in a protected area high above the ground.
			All	All input/output cables will be labeled and removed from the floor. Ensure all connectors are adequately protected.
			All	All plastic bagged hardware and software will be adequately labeled and stored in a protected area 24"-36" above the floor. If any assistance is required contact IT Department.
			IT	Servers, telecommunication and network equipment at the Central Office will be shutdown and protected accordingly
			Site Foreman	Board up exterior glass on offices or tape if necessary
			All	Elevate materials and supplies from floors (Put on top of tables etc)
			Site Foreman	Raise and secure elevators

Condition 2 (Mayor announces that shelters are open and gives location of shelters.)				Check and lock windows and doors in offices, ships, storage buildings and vacant apartments. Obtain a hard copy list of vacancies from the area Manager and provide one copy to the EM. (This will be used later for emergency transfer of families, if required)
			ERT	Emergency Maintenance turns over any emergency repairs or concerns to ERT so that they can take control.
			All	Secure important documentation for transfer by the Executive Office out of the tornado affected area (i.e. insurance for the Authority, video and photo documentation of housing areas and any other items designated by the Executive Office.)
			All	Place storm gear in accessible locations
			All	House all vehicles in garages (Ensure gasoline is topped off)
			All having a radio	Bring radios to Central Office (Bag, seal and place in a high location) EM determines if some should be transported out of the city.
			EM	**Director of Public Housing notifies the City and seek updates**
Condition 1 (Tornado is imminent!)			All / ERT	Double check all areas and ensure that all tornado conditions have been met
			All	Provide HR with the address and telephone number where you can be reached during the Tornado. HR shall pass this list to the EM.
			EO	The Central Office will notify employees when to leave
			Director of public Housing	Director of Public will notify the City of Little Rock EOC that the HA is complete
			Site Foreman	Radios and digital cameras picked up by the Site Foreman
			Site Foreman	At the EM digression secure Natural Gas Lines at the Key Valve (Master valve to the system.) ***This will be at the resort.***

DISASTER / TORNADO EMERGENCY
RE-CALL INFORMATION

NOTE: This form should be completed and signed by the employee who desires to be contacted or notified in case of a disaster / tornado.

NAME: _____

The Public Information Act allows employees, public officials and former employees and Officials to elect whether to keep certain information about them confidential. The Disclosure Form is on file in the employee's personnel file on Public Access to home address, home telephone, social security and information that reveals whether you have family members, and whether you wish to allow public release of above information. **However, this form will strictly be used to notify you of imminent conditions only.**

Please circle Yes or No

Wish to be contacted by the Housing Authority of Little Rock: Yes / No

Home Address:

Home Telephone Number: _____

Signature: _____

EMERGENCY MATERIALS/EQUIPMENT/SUPPLY LIST

___ Axes
___ Barrier Tape
___ Batteries
___ Booster Cable
___ Can and bottle openers
___ Chain Saws
___ Chemical Light Sticks
___ Drills
___ Extension Cords
___ Fire Extinguishers
___ First Aid Kits
___ Flashlights
___ Flow Check Valves
___ Gas Cans ___ Generators ___ Ground Fault Interrupters
___ Hammers
___ Hoses
___ Jobsite Lighting
___ Lanterns

___ Leather Work Gloves
___ Lubrication Products
___ Matches or Lighter
___ Megaphones
___ Mops and Buckets

___ Multi-purpose Tool Kit
___ Non-perishable Food Supplies
___ Plugs and Connectors
___ Portable Hand Lamps
___ Pressure Washers
___ Radio Frequency Scanners
___ Raincoats
___ Retrieving Systems
___ Rope
___ Rubber Boots
___ Sand (for traction)
___ Shovels
___ Space Blanket
___ Spill Control Products (Kitty litter)
___ Sump Pumps
___ Tarpaulins
___ Transfer Switches
___ Two-Way Radios
___ Utility Lighting
___ Vehicle Recovery Straps
___ Warming Pads for hand/body
___ Water Purification Tablets
___ Water Rations
___ Waste Containers
___ Weather Radio (or radio with weather band)

In the event of a tornado in the Little Rock Area, the following action(s) shall be implemented upon authorization to return:

AFTER A TORNADO				
Event	**Completed**	**Comments**	**Responsible**	**Item to be completed**
After the Tornado Passes			Executive Director	Form up the Emergency Response Team (ERT) during phase II.
			Director of Public Housing	ERT contact the CC EOC to identify troubled areas, notify them of their return and receive any updates/concerns
			Director of Public Housing	ERT man the command center and send teams out to assess properties using the assessment form (Encl.)
			All	Employees call the emergency cell phone to let the housing authority know your status. If unable to return to work, notify the Project AB Manager or Central Office as soon as possible.
			Director of Public Housing	Notify the CC EOC of any immediately dangerous to life and safety items
			All	As conditions permit, other employees kindly return to work and report to your next in charge or Senior Vice President, if these individuals are not available/present report to the Emergency Manager
			ERT	ERT prioritize the extent of the damage and who to notify for assistance (e.g. HUD SA, HUD D.C., ARC, local Coastal Bend Disaster Committee etc.)
				Water needed (One gallon a day per person) -
				Electricity required-
				Food needed-
				Shelter needed-
				Medical needed-
				Other items req.-
			All	Begin required clean up and repairs.
			AB Managers	Routine work orders will not be accepted or entered into the system by the Dispatchers for the first 48 hours or at the discretion of the CEO whom will determine what is in the best interests of the Housing Authority.
			EO	Employees called to return to work prior to the next regularly scheduled workday
			Managers	Inspect LRHA units, equipment, office buildings and items under their area of responsibility and report findings.
			All	Retrieve and assess the condition of their computer hardware and software. If the equipment appears to be un-damaged then the components can be re-connected and the system powered up and checked for proper operation
			All	If the hardware or software has visual signs of storm related damage, an assessment memo will be required. The assessment memo will list the assigned area, the time, date, device/unit serial numbers and the damage description. The damage assessment memo will be forwarded to the Vice President of IT.

			All	Hardware components suspected of water damage will not be re-connected, re-assembled or powered up. The device(s) will be documented per Item A above and transported to the IT Department for further evaluation. A replacement program will be implemented as soon as possible to replace the damaged hardware and/or components
			IT	Backup media will be transported back and returned to the user
			IT	Setup and re-connection assistance will be provided by the IT Department
			IT	The restoration of the LRHA telecommunications and domain server array will be a high priority. The systems and the network will be started up and brought on line as soon as possible

.

LRHA DISASTER ASSESSMENT CHECKLIST

Type of Disaster	Flooding	Fire	Tornado	Tornado	Other
Development:			Date:		

CHECK	Y/N	COMMENTS
Electrical Power Available?		
ARE POWER LINES INTACT?		
Curb drains draining properly		
Flooding present?		
Trees down?		
Water available?		
Water leaks?		
Other property damage or noticeable hazards?		
Gas Available?		
Security of development intact (Lights/fences)		
Phone lines available?		
Streets accessible?		
Will temporary living shelters be required?		
Report of flooding (Use chart below)		

- Higher than 36" is destroyed
- 36" = Major Flooding
- 6" = Minor Flooding

Guide for determining water depth

- Brick: 2 1/2"
- Concrete or cinder block: 8"
- Lap or aluminum siding: 4"
- Door knobs: 36"
- Stair risers: 7"
- Standard doors: 80"

Look for:

• Structural damage	• Broken windows (%)
• Foundation damage	• Sewage backup
• Flotation or shifting on or off foundation	• Wall collapse
• Walls bowed or bent	• Chimney exhaust pipe damaged (Heater and water heater)
• Roof damage	• Window leaks

Home or Dwelling assessment

Comments:

Signature of Evaluator

HUD Little Rock Office of Public Housing

Initial Damage Assessment Report PHA

Name & Location: _____ Date: _____

In the event that your area sustained damage, please prepare this initial damage assessment report, in order to keep us informed during this critical, adverse weather condition.

We need you to report the following, as soon as practical.
Damage due to, (please check all appropriate areas):

Flooding_____ Fire _____ Hail_____ Tornado
High winds_____ Other: _____

Damage to (Yes/No response):

Public Housing _____
Section 8 property _____

Damage to Public Housing dwelling units:

Number units or buildings affected: _____
Were families relocated? _____If Yes, how many?_____
Were roofs damaged?_____

Were utility services unserviceable or interrupted. Are all utility services restored?

Electrical: _____ Gas _____ Water_____

Any Injuries or casualties to report?

Any noteworthy reportable item:

Date of next anticipated report:

Name of person submitting the report:_____
Telephone #_____ Fax #_____

Appendix J

LRHA EMERGENCY EVENT LOG
NAME OF EVENT:_____

Page_____ of_____

Date	Time	Event	Comments

Appendix K

LITTLE ROCK HOUSING AUTHORITY TERRORIST INCIDENT RESPONSE CHECKLIST
(Appendix L)

The response actions below are most appropriate for an incident involving conventional weapons, nuclear devices, or chemical agents where there is a specific incident location.

☐	Action Item	Assigned
	INITIAL RESPONSE:	
	1. Deploy LRHA ERT	
	2. Activate the LRHA EOC to direct any emergency operations.	
	3. If incident appears to be terrorism-related, ensure law enforcement personnel are advised and respond to the incident site.	
	4. Work with law enforcement to isolate the area and deny entry. Reroute traffic as needed, if required.	
	5. LRHA ERT determine and report to the EOC and on site law enforcement: • Observed indicators of use of chemical/biological weapons • Wind direction and weather conditions at scene • Plume / Smoke direction, if any • Approximate number of apparent victims • Types of victim injuries and symptoms observed • Observations or statements of witnesses	
	6. If possible, report the source or what caused the casualty	
	7. Report to the EOC any scene control zones (hot, warm, and cold) and safe access routes & location of staging area identified by law enforcement or Fire Department personnel.	
	8. Assist in crowd control measures, if necessary	
	9. Determine & implement requirements for personal protective clothing (PPE) and equipment for Housing Authority employees.	
	10. Establish communications among all response groups (City, residents, local support agencies, emergency management etc.)	
	11. Determine any requirements for specialized response support or materials (i.e. Items required to support residents, law enforcement etc.)	
	12. Make notification to HUD, the City EOC and other applicable agencies.	
	13. Obtain external assistance to determine potential follow-on needs.	
	14. Request for a hazardous materials response team, if appropriate.	
	15. Request the city bomb squad or ATF support, if appropriate.	
	16. Identify areas that may be at risk from delayed weapon effects. • Determine & implement protective measures for public in those areas.	
	17. Identify potential hazards such as fires, ruptured gas lines, downed power lines and residual hazardous materials.	
	18. Notify appropriate organizations of needs assessment	
	19. If the effects of the incident could adversely affect water or wastewater systems, advise residents and request appropriate city agencies.	
☐	**Action Item**	**Assigned**
	MEDICAL MANAGEMENT:	
	5. Advise City EOC, EMS and hospitals of possibility of mass casualties/contaminated victims.	
	6. Assist in establishing a site for patient triage, if deemed required by Emergency Response Agencies (Fire Department, Police etc.)	
	7. Assist with identifying a site for gross decontamination (if requested by Emergency Responders.)	

	FATALITY MANAGEMENT:	**Assigned**
	1. Alert any immediate family member and arrange for temporary holding facilities for bodies, if necessary. Highlight need to preserve evidence.	
	OTHER RESPONSE ACTIONS THAT MAYBE REQUIRED:	**Assigned**
	1. Request additional response resources, if needed. • Activate mutual aid agreements • Request state or federal assistance, as needed	
	2. Designate staging areas for incoming resources from other jurisdictions, state and federal agencies, and volunteer groups separate from operational staging area.	
	3. If evacuation has been recommended, notify residents.	
	4. Provide security in evacuated areas, if feasible.	
	5. Establish and operate access control points.	
	6. For incidents involving biological agents, consider measures to restrict person-to-person transmission of disease such as quarantine and restrictions on mass gatherings or meetings.	
	7. Alert human resources agencies to provide disaster mental health services and human services support to victims.	
	8. Determine how pets, livestock, and other animals left in evacuated or contaminated areas will be handled.	
	9. Request assistance to decontaminate essential facilities and equipment, if feasible.	
	10. Request technical assistance in assessing environmental effects.	

USEFUL POINTS OF CONTACT

Organization	Provides	Contact No.
CHEMTREC	Technical assistance for hazardous materials incidents.	1-800-424-9300 (24 hours)
CHEM-TEL	Technical assistance for hazardous materials incidents.	1-800-255-3924 (24 hours)
Chem-Bio Help Line (Non-emergency)	Information on chemical & biological agents for state and local emergency planners.	1-800-368-6498 (normal work hours only)
Chem-Bio Hot Line (Emergencies)	Technical assistance regarding chemical & biological agents for state and local emergency responders.	1-800-424-8802 (24 hours)
City EOC	Emergency Management	361-826-1100
HUD LR FO	Assistance as needed	(501)918-5700
Local/Nearest LRPD Office	State law enforcement assistance.	911
Nearest Bomb Squad	Explosive ordnance disposal assistance.	911

TERRORIST WEAPONS, EFFECTS, & EMERGENCY RESPONSE NEEDS
(Appendix M)

1. Conventional Weapons, Explosives & Incendiary Devices

A. Weapon Types

1) Conventional Weapons & Explosives. Conventional weapons include guns, rocket-propelled grenades, and similar weapons. Explosives include military and commercial explosives, such as RDX, Tritonol, dynamite, and ammonium nitrate – fuel oil (ANFO). The casualty potential of conventional explosive devices may be increased by packing metallic materials such as bolts or nails around the explosive to generate lethal fragments that can inflict casualties at considerable distances.

2) Incendiary Devices. Incendiary devices are designed to ignite fires. They may use liquids, such as gasoline or kerosene, or gases, such as propane, as their fuel. Incendiary devices have been a favorite weapon of terrorists due to the ready availability of materials needed to build such devices.

3) Combination Device. Conventional explosive and incendiary materials may be used in combination to produce blast damage and fires.

B. Weapons Effects

1) Conventional Explosives

a) Significant blast damage to structures, including building and wall collapse, and blast casualties.
b) Fragmentation casualties from bomb fragments, debris, and broken glass.
c) Fires are possible.

2) Incendiary Devices

a) Fires.
b) Secondary explosions are possible.
c) Burn casualties.

3) Combination Devices

a) Significant blast damage to structures, including building and wall collapse, and blast casualties.
b) Fires.
c) Fragmentation casualties from bomb fragments, debris, and broken glass.

C. Indications of Use

1) Conventional Explosives

a) Prior warning or threat.

b) Presence of triggering devices, such as blasting caps or timers.

c) Explosive residue at scene or results from detection instruments.

All of the weapons listed could spread radioactive materials if detonated, which could pose immediate danger to life at high levels and long-term adverse health effects at lower levels.

d) Indications of deliberately introduced fragmentation materials.

2) Incendiary Devices

a) Prior warning or threat.
b) Multiple fire locations.
c) Signs of accelerants or results from detection instruments.
d) Presence of propane/butane cylinders in other than typical locations
e) Presence of containers for flammable liquids.

D. Emergency Response Guidance

If hazardous materials are encountered in the response to an attack with conventional explosives or incendiary devices, consult the US Department of Transportation *Emergency Response Guidebook* (ERG).

E. Response Needs

1) Personal protective equipment for emergency responders.
2) Medical evacuation and treatment for mass casualties.
3) Search and rescue teams for collapsed structures.
4) Firefighting.
5) Hazmat response team.
6) Mortuary support for mass fatalities.
7) Evacuation assistance.
8) Access control for incident site.
9) Shelter and mass care for evacuees.
10) Investigative resources

2. Nuclear Devices & Materials

A. Weapons Types

1) Radiation Dispersal Device. Radioactive materials in powder form are packed around conventional explosives. When the explosive device detonates, it disperses the radioactive material over a wide area. Such devices do not require weapons grade radioactive materials; they may be constructed from materials obtained from medical or industrial equipment in common use.

2) Improvised Nuclear Device (nuclear bomb). Use of this type of device is considered unlikely. It would be extremely difficult for terrorists to build or acquire such a device because a substantial quantity of weapons-grade fissionable materials, extensive equipment, and technical expertise would be needed. It would be extremely difficult to obtain the weapons grade fissionable material required to construct such a device.

3) Nuclear Weapon. It is considered very unlikely that terrorists would use military nuclear weapons because such weapons are normally secured, strictly controlled, and frequently incorporate safety features to prohibit unauthorized use.

B. Weapons Effects

In addition, each of these weapons can produce both immediate radiological effects and residual radioactive contamination.

1) Radiological Dispersal Device

a) Some blast damage to structures.
b) Some blast casualties.
c) Some fragmentation damage to structures and casualties among people.
d) Localized radiological contamination
e) Fires are possible.

2) Improvised Nuclear Device or Nuclear Weapon

a) Extensive blast damage to structures, including building and wall collapse
b) Significant blast casualties.
c) Significant fragmentation casualties from debris, broken glass, and other materials.
d) Extensive radiological contamination.
e) Extensive fire effects.

C. Indications of Use

1) Prior warning or threat.
2) Reports of stolen radiological sources or nuclear materials.
3) Use of these weapons may produce damage and casualties similar to that produced by a conventional high explosive bomb. Radiological detection equipment will be needed to confirm the presence of radioactive materials.

D. Emergency Response Guidance

1) Radiation Dispersal Device – ERG Guide 163
2) Improvised Nuclear Device or Nuclear Weapon – ERG Guide 165

E. Response Needs

1) Personal protective equipment for emergency responders.
2) Mass personnel decontamination.
3) Medical evacuation and treatment for mass casualties.
4) Urban search and rescue teams for collapsed structures.
5) Firefighting.
6) Radiological monitoring and assessment teams.
7) Mortuary support for mass fatalities.
8) Evacuation assistance.
9) Access control for incident site and contaminated areas.
10) Shelter and mass care for evacuees.

3. Chemical Weapons

A. Weapon Types. Letters in parenthesis are military designators for these agents.

1) Nerve Agents. Nerve agents are some of the most toxic chemicals in the world; they are

All of the weapons listed could spread radioactive materials if detonated, which could pose immediate danger to life at high levels and long-term adverse health effects at lower levels.

designed to cause death within minutes of exposure. Lethal doses may be obtained by

inhaling the agent in aerosol or vapor form or having the agent deposited on the skin in liquid form. Examples include Sarin (GB), Soman (GD), and V agent (VX),

2) Blister agents. Blister agents cause blisters, skin irritation, damage to the eyes, respiratory damage, and gastrointestinal effects. Their effect on exposed tissue is somewhat similar to that of a corrosive chemical like lye or a strong acid. Examples include Mustard (H) and Lewisite (L).

3) Blood Agents. Blood agents disrupt the blood's ability to carry oxygen and cause rapid respiratory arrest and death. Examples include potassium cyanide and hydrogen cyanide (AC).

4) Choking Agents. Choking agents cause eye and airway irritation, chest tightness, and damage to the lungs. These agents include industrial chemicals such as chlorine (CL) and phosgene (CG).

5) Hallucinogens, Vomiting Agents, and Irritants. These materials cause temporary symptoms such as hallucinations, vomiting, and burning and pain on exposed mucous membranes and skin, eye pain and tearing, and respiratory discomfort. The effects of these agents are typically short lived; they are generally designed to incapacitate people and typically do not pose a threat to life.

B. Other Emergency Response Considerations.

1) Agent Form

Some nerve and blister agents are normally in liquid form. When used as weapons, most chemical agents are delivered in aerosol form to maximize the area covered, although some may be delivered as a liquid. An aerosol is defined as a suspension or dispersion of small particles (solid or liquids) in a gaseous medium. Dissemination methods range from spray bottles and backpack pesticide sprayers to sophisticated large-scale aerosol generators or spray systems.

2) Persistency

Chemical agents may be either persistent or non-persistent. Non-persistent agents evaporate relatively quickly. Persistent agents remain for longer periods of time. Hazards from both vapor and liquid may exist for hours, days, or in exceptional cases, weeks, or months after dissemination of the agent.

C. Weapons Effects

Remember the primary effects of chemical agents are to incapacitate and kill people .

1) Minute doses of nerve agents cause pinpointing of the pupils (miosis), runny nose, and mild difficulty breathing. Larger doses cause nausea, vomiting, uncontrolled movement, loss of consciousness, breathing stoppage, paralysis, and death in a matter of minutes. G-agents are non-persistent, while V agents are persistent.
2) Blister agents cause eye irritation and reddening of the skin in low doses. Larger doses

produce eye and skin blisters, airway damage, and lung damage, causing respiratory failure. Some blister agents, such as mustards, are persistent in soil, while other blister agents are considered non-persistent.

4. Biological Weapons

3) Blood agents inhibit the transfer of oxygen in the body and produce intense irritation of the eyes, nose, and throat, breathing tightness, convulsions, and respiratory arrest, causing death. Blood agents are considered non-persistent.
4) Choking agents produce eye and airway irritation and lung damage, which may lead to death. Choking agents are generally non-persistent.
5) Vomiting agents and Irritants have relatively short-term incapacitating effects. These symptoms seldom persist more than a few minutes after exposure and the agents are considered non-persistent.

D. Indications of Use

1) Prior warning or threat.
2) Explosions that disperse mists, gases, or oily film.
3) Presence of spray devices or pesticide/chemical containers.
4) Unexplained mass casualties without obvious trauma.
5) Casualties exhibit nausea, breathing difficulty, and/or convulsions.
6) Odors of bleach, new mown grass, bitter almonds, or other unexplained odors.
7) Dead birds, fish, or other animals and lack of insects at the incident site and areas downwind.
8) Alarms by chemical detection systems.

E. Emergency Response Guidance

1) Nerve Agents. Use ERG Guide 153. Antidotes to nerve agents, including atropine and 2-PAM Chloride, must be given shortly after exposure to be effective.
2) Blister Agents. Use ERG Guide 153.
3) Blood Agents
   a) If the agent is positively identified as Cyanogen Chloride, use ERG Guide 125.
   b) If the agent is positively identified as Hydrogen Cyanide, use ERG Guide 117.
   c) If you suspect a blood agent has been used, but have not positively identified it, use ERG Guide 123.
4) Choking Agents
   a) If the agent is positively identified as Chlorine, use ERG Guide 124.
   b) If the agent is positively identified as Phosgene, use ERG Guide 125.
   c) If you suspect a choking agent has been used, but have not positively identified it, use ERG Guide 123.
5) Irritants
   a) For tear gas or pepper spray, use ERG Guide 159.
   b) For mace, use ERG Guide 153.

F. Response Needs

1) Personal protective equipment for emergency responders.
2) Mass decontamination capability.
3) Medical evacuation and treatment for mass casualties.
4) Hazmat response teams.
5) Mortuary support for mass fatalities.
6) Evacuation assistance.
7) Access control for incident site and contaminated areas.
8) Shelter and mass care for evacuees.

A. Weapon Types. Biological agents are intended to disable or kill people by infecting them with diseases or introducing toxic substances into their bodies. Such agents are generally classified in three groups:

1) Bacteria and Rickettsia. Bacteria and rickettsia are single celled organisms which cause a variety of diseases in animals, plants and humans. Bacteria are capable of reproducing outside of living cells, while rickettsia require a living host. Both may produce extremely potent toxins inside the human body. Among the bacteria and rickettsia that have been or could be used as weapons are:

   a) Anthrax
   b) Plague
   c) Tularemia or Rabbit Fever
   d) Q fever

2) Viruses. Viruses are much smaller than bacteria and can only reproduce inside living cells. Among the viruses that could be used as weapons are:

   a) Smallpox
   b) Venezuelan Equine Encephalitis (VEE)
   c) Viral Hemorrahagic Fever (VHF)

3) Toxins. Toxins are potent poisons produced by a variety of living organisms including bacteria, plants, and animals. Biological toxins are some of the most toxic substances known. Among the toxins that have been or could be used as weapons are:

   a) Botulinum toxins
   b) Staphylococcal Enterotoxins
   c) Ricin
   d) Mycotoxins

C. Other Emergency Response Considerations

1) Means of Dissemination

   a) Inhalation of agent in aerosol form. An inhalation hazard may be created by spraying a biological agent. Many biological agents, such as viruses, may also be readily transmitted from an affected person to others in aerosol form by coughing and sneezing. This can result in the rapid spread of disease-causing agents.
   b) Ingestion in food, water, or other products than have been contaminated with agents.
   c) Skin contact or injection. Some agents may be transmitted by simple contact with the skin or by injection.

2) Unique Aspects of A Biological Agent Attack

   a) As there are few detection systems for biological agents available, an attack with biological agents may not be discovered until public health authorities or medical facilities observe people becoming sick with unusual illnesses. Casualties may occur hours, days, or weeks after exposure. Medical investigators will normally undertake to determine the source and cause of such illnesses and how it is spread.

4. Biological Weapons

b) In the aftermath of an attack with biological agents, public health agencies will normally take the lead in determining actions that must be taken to protect the public, although state and local governments may implement those actions.

c) There may be no local crime scene or incident site; the initial dissemination of the agent may have occurred in another city or another country and affected travelers may bring disease into the local area.
d) As people affected by some biological agents, such as viruses, are capable of spreading disease to others, the emergency response to a biological attack may have to include medical isolation of affected patients and quarantines or other restrictions on movement of people or animals. It may also be necessary to restrict opportunities for person-to-person transmission by closing schools and businesses or curtailing mass gatherings such as sporting events.

D. Weapon Effects

Biological agents are used to both incapacitate and to kill. Some agents make people seriously ill, but rarely kill those affected; these may create a public health emergency. Others, such as anthrax and many toxins, kill those affected and may create both a public health emergency and a mass fatality situation.

E. Indications of Use

1) If there is a local incident site, the following may be indicators of the use of biological weapons:

a) Advance warning or threat.
b) Unusual dead or dying animals
c) Unusual casualties – pattern inconsistent with natural disease or disease that does not typically occur in the local area.
d) Aerosol containers or spray devices found in other than typical locations of use.
e) Presence of laboratory glassware or specialized containers.
f) Biohazard labels on containers.
g) Evidence of tampering with foodstuffs and water distribution systems.
h) Indications of tampering with heating/air conditioning systems.

2) For many biological agent attacks, medical assessment of affected people, autopsy results, and follow-on medical investigation will be required to confirm the use of biological agents.

F. Emergency Response Needs

1) Personal protective equipment for emergency responders.
2) Decontamination capability.
3) Specialized pharmaceuticals.
4) Medical evacuation and treatment for mass casualties.
5) Public health prevention programs.
6) Mortuary support for mass fatalities.
7) Access control for incident site, if one exists.
8) Personnel support for quarantine operations.
9) Public health investigative resources.

SPECIALIZED RESPONSE RESOURCES
(Appendix N)

During the response to a terrorist incident, the local resources used for most emergency situations will be used. Because of the potentially great damage, contamination, casualties, and fatalities that may be generated by large-scale terrorist incidents, specialized response resources may be needed from the state and federal government to supplement those available locally. Some of those resources are outlined below. Requests for state or federal resources should be channeled through the Executive Director.

RESOURCE NEED	SOURCE	RESOURCES
Assessment & Technical Assistance	State:	6th WMD/Civil Support Team
	Other:	CHEMTREC (1-800-924-9300)
	Federal:	Chemical/Biological Hotline (1-800-368-6498) Other WMD/Civil Support Teams Military Resources
Medical Care & Public Health Support	Federal:	Disaster Medical Assistance Teams (DMATs) Military medical units Military hospital support
Radiological Monitoring & Assessment	State:	Dept. of Health/Bureau of Radiation Control team
	Other:	Assistance is available from other states pursuant to an interstate compact
	Federal:	US Dept. of Energy Radiation Assistance Program US Dept. of Energy Federal Radiological Monitoring & Assessment Center US Environmental Protection Agency Radiological Emergency Response Teams Military resources
Victim Identification & Mortuary Services	Federal:	FBI Disaster Mortuary Teams (DMORTs)

Daily LRHA Disaster Situational Report

Day: _____ Date: _____ Report submitted by:_____

Weather: _____

Special Conditions: _____

Homeland Security Advisory Level: _____

Development	Comments/Updates
Sunset Terrace	
Parris Towers	
Cumberland Towers	
Powell Towers	
Scattered Sites	
Madison Heights Phase I	
Madison Heights Phase II	
Madison Heights Phase III	
New Construction	
COCC	

Tool/Equipment Record of Issue During a Disaster

Issued by	Issued to	Date Out	Date In	Contact No.

Appendix P

Little Rock Housing Authority
Gasline Emergency Plan

A. Introduction

This emergency plan provides a format of data essential in an Emergency situation.

No emergency plan can cover all situations. There is no substitute of the sound judgment of he person or persons involved. IN ANY EMERGENCY, THE SAFETY OF PEOPLE MUST ALWAYS BE FIRST PRIORITY. **Everyone responsible for handling an emergency situation will be familiar with the contents of this plan. We will provide training for those in charge of emergency situations.**

B. Definition of Emergency Incident

An emergency condition exists when we determine that extraordinary procedures, equipment, manpower, and/or supplies must be used to protect people from existing or potential hazards.

These hazards may include, but are not limited in:

1. **Facility failures that result in:**

   a. **Under pressure in the system;**
   b. **Overpressure in the system;**
   c. **Large amounts of escaping gas;**
   d. **Fire, explosion, etc;**
   e. **Any leak considered hazardous; and**
   f. **Danger to major segment(s) of the system**

2. **Natural disasters (floods, tornadoes, tornados, earthquakes, etc.)**
3. **Civil disturbances (riots, etc.)**
4. **Load reduction conditions (result in voluntary or mandatory reduction of gas usage).**

C. Contents of Emergency Plan

1. **Emergency Notification List**
2. **Map of Key Valve Locations**
3. **Emergency Equipment**
4. **Responding to Gas Leak Repots and Interruption of Gas Service**
5. **Major Emergency Check List**
6. **Reporting Requirements (Telephone Report)**
7. **Restoration of Gas Service after Outage**
8. **Education and Training**
9. **Accident Investigation**

1. Emergency Notification List

See Appendix A-8 in the Master Meter Plan.

2. Natural Gas Map of Key Valve Locations

A system map that shows key valves, system pressures, and source of supply is available. The map is readily available in an easily accessible emergency file held by the After Hours technician and with the Gas Line Program Coordinator. All employees must know its contents and location.

ONLY authorized personnel will operate valves. Fire, Police, and other officials, or their outside individuals ARE NOT AUTHORIZED to operate or to instruct others, including gas company personnel, to operate valves (except the "end-use" valve, commonly called the meter shut-off).

3. Emergency Equipment

Emergency equipment (i.e. shovels, tools, key valve wrenches are located in the maintenance shop for that development. Repair materials can be found at the individual site, warehouse or maybe purchased at a local vendor (PO number must be approved unless it is a danger to life or property.) Detection equipment is located on the site in the maintenance building.

Note: Periodic checks as per equipment and recommendations of emergency equipment will be taken and records of these inspections shall be kept on file.

4. Responding to Gas Leak Reports and Interruption of Gas Service

a The employees receiving a report of a gas leak should get as much information as possible to properly fill out a Job order.

b All reports of leaks on tenant premises have high priority. LEAKS INSIDE A BUILDING GET TOP PRIORITY. Reports of gas leaks must be reported to the Supervisor and the leak report submitted to the Gas Line Program Coordinator.

c After obtaining the information and determining a hazardous leak exists inside a building, remind the tenant of all the following information:

(1) Call 911 for emergency services.
(2) No one is to turn ON or OFF any electrical switches.
(3) No one is to ring door bells or use the phone
(4) Let the phone drop to the floor, do not hang it up.
(5) Extinguish all open flames. DO NOT LIGHT MATCHES, CIGARETTES, etc.
(6) Turn off gas supply, if feasible.
(7) Everyone in the building is to leave the building and go to a safe distance, at least one block away. GO ON FOOT – no engines or sparks. Maintenance trucks must not approach any leaks within one block.
(8) Avoid rubbing against furniture or carpet that would cause static electricity.

d Ensure personnel are immediately dispatched to the location of the reported leak

e Duties of first company employee on the scene: Take every corrective action necessary to protect life and property from danger (in that order). It is the responsibility

of the person in charge to:

(1) Set up communication
(2) Coordinate the operation
(3) Make all decisions concerning emergency valves (isolating areas) and the use of emergency equipment.
(4) Keep the Program Coordinator and Management informed of all updates.

5 <u>Major Emergency Check List</u> (See Appendix 10 in the Master Meter Plan)

a Leaks Outside Building

1) Extinguish all open flames. No smoking
2) Assess danger to public, surrounding buildings occupants, and property
3) Notify fire and police.
4) Notify gas utility supplier.
5) Block Street
6) Notify supervisor or other responsible persons.
7) Bar probe next to foundation of building.
8) Check neighboring buildings for gas.
9) Repair Leak.
10) When <u>positively sure</u> it is safe, return occupants to building.

b. Leaks inside Building

(1) Call 911, if required.
(2) Evaluate house immediately to determine concentration of gas and source of leak. Evacuate if necessary.
(3) DO NOT operate any electrical switches.
(4) DO NOT use phone in building.
(5) Shut off gas meter valve
(6) If more than 4% gas is present, open doors and windows, ventilate building.
(7) Bar probe area especially around foundation. Check water Meter and other openings.
(8) Repair Leak
(9) After repairs if ground is gas free and if house is gas free, turn meter valve. CHECK ALL GAS PIPING AND APPLIANCES FOR LEAKS. (Is meter hand turning normally or spinning? Conduct a soap bubble test.)
(10) If leak cannot be repaired, notify customer. Turn off meter and use the lock out/tag out program to secure and leave. Notify the Director of Public Housing.

c Gas Burning Inside Building

(1) Call fire department using 911.
(2) Call gas utility supplier.
(3) If fire is at an appliance, shut gas off at valve or, if not possible, shut gas off at meter or curb valve.
(4) Bar probe area and use CGI to locate source of gas
(5) Notify the Program Coordinator & Senior Vice President of Management immediately.

d. Interruption in Gas Supply

An interruption to gas supply line could be caused by: (a) freezing of the regulators; (b) break in line; (c) Sabotage; (d) supplier cut-off or; (e) LP Gas Tank out of fuel; (f) of planned event for preventative maintenance or repairs.

(1) Call supplier (Transmission Company, natural Gas utility, or LP-Gas distributor).
(2) Locate leak, inform supplier of the location of leak, if possible.(See Para – 5)
(3) Close the appropriate valve to isolate the break (If necessary).

6 <u>Reporting Requirements (Telephone Report)</u>

a The Railroad Commission of Texas must be notified by telephone as soon as practicable for any leak that:

(1) Caused a death or an injured person required hospitalization.
(2) Caused total property damage exceeding 50,000.00 including cost of gas.
(3) An event that is significant, in the judgment of the operator, even though it did not meet the criteria of paragraphs (1) or (2). The telephone report, if required should be made at the earlier <u>practicable moment</u> following discovery and at least within two hours. To notify RRC, call Austin (512) 463-6788 (must call first) Little Rock (361) 242-3117

Note: Notify the Program Coordinator & the Senior Vice President of Management.

b. The telephone report for RRC should contain:

(1) Name of operator.
(2) The location, time, and date of incident
(3) Fatalities and person injuries
(4) All other significant known facts that is relevant to the cause of the leak or extent of the damages. (Describe accident.)
(5) Who in management should be contacted upon arrival at accident?

7. <u>Restoration of Gas Service After an Outage</u>

When the gas supply has been cut off to an area, no gas will be turned on to the affected area until the individual service to each tenant has been turned off.

The individual service of each tenant must be turned off, either at the meter or at service valves. If the service valves cannot be located, the service line must be uncovered; a service valve installed and then cut off. In restoring service to an affected area, all gas piping and meters must be purged and appliances relit. Never turn on gas at a meter unless there is access to <u>ALL</u> appliances on the consumer piping. In the event a tenant is not at home, a message must be left in a conspicuous location requesting the tenant to call the office to arrange for restoration of service.

The person in charge is to coordinate and to be responsible for this operation. A complete record of the incident, with drawings, etc shall be kept on file with the Gas Line Program Coordinator.

(Appendix (Q)

HEPATITIS B VACCINE DECLINATION

I_____ understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself.

However, I choose to decline the hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

_____ _____
Employee Signature Date

_____ _____
HR Representative Date

Witness Date

_____ _____

Appendix (R)

Occupational Exposure Spill Check List

- **Spill Area designated and secured with tape and bio signs.**
- **Residents in the immediate vicinity notified of the spill and to remain out of the general area.**
- **Director of Public Housing notified (Manager to notify the Executive Director).**
- **Ensure there is <u>No</u> eating, smoking, drinking, applying cosmetics or lip balm, and handling contact lenses in prohibited work areas where there is a reasonable likelihood of occupational exposure.**
- **Spill Personnel Protective Equipment, Spill Kit and/or body fluids kit on scene and inventoried.**
- **Is the cause of the spill known and can a repair be made (If yes do we need to clean the area for repairs to be made or can it be completed after repairs?).**
- **Remove solid objects, liquid and disinfect with Betadine/Povadine Iodine or Clorox/Water (1/4 cup to one gallon). If using Clorox allow it to sit for 5-10 minutes and rinse completely with water. For HIV see appendix (e).**

Note 1– Do not use hot water with Clorox as it will break down
<u>Note 2 – Do not mix Clorox with cleaning agents i.e. Ammonia</u>

- **Double bag all contaminated items in a leak proof bag bio bag and than a trash bag (Located in the fluids kit), label and dispose.**
- **Notify residents in the immediate vicinity when clean up is completed.**
- **If any Spray, Spatter, or droplets of blood, or potentially infectious material have entered or been splashed on the eye, nose, or mouth, contamination can be reasonably anticipated and Human Resources <u>must</u> be contacted for guidance, or their Senior Maintenance Supervisor after hours.**
- **Director of Public Housing notified (DPH to notify the Executive Director) that the cleanup is complete.**

Tuberculosis Clean Up

1. Tuberculosis dies in approximately four (4) hours. There is no real life threat unless breathed upon. Open the windows and air for several hours. After airing the unit the removal of furniture etc. may proceed. Use a 4% Clorox solution to clean the apartment. If any blood if found stop immediately and notify your Supervisor. The Director of Administrative Services will be notified in any case of a blood born pathogen.

HIV

AIDS (a result of HIV infection) is caused by a virus (HIV) that cannot be casually transmitted. People can share food, phones, dishes, clothes, and bathrooms (to name a few) without risk. People can also share swimming pools.

People should take care to avoid contact with the blood, semen, vaginal fluid or breast milk of a housemate who has HIV. If blood is visible in any body fluid, people need to treat it as if it is blood by wearing housekeeping gloves when cleaning it up. (Rubber or plastic gloves need to be available for giving first aid for cuts or for cleaning up spills.) People can use a fresh solution of chlorine bleach and water (one-fourth cup of bleach to one gallon of water) to clean up any contaminated areas. (This is a convenient measure close to the recommended 1:100 ratio.) Other disinfectants are fine to use, but bleach is easily available and inexpensive. People should wash their hands with soap and water after removing their gloves when they have finished cleaning up a blood spill.

Because other germs can be passed through urine or feces, people should not touch urine or feces with out proper PPE.

SOURCES:

DeVita, V., Jr., et al., eds. *AIDS: Etiology, Diagnosis, Treatment and Prevention*, 4th ed. 1997.

Centers for Disease Control and Prevention.*Caring for Someone with AIDS*. 1996.

Centers for Disease Control and Prevention.*MMWR*, 1994; vol. 43, no. 19.

Cohen, P.T., et al., eds. *The AIDS Knowledge Base: A Textbook on HIV Disease from the University of California, San Francisco and San Francisco General Hospital*, 3rd ed. 1999.

Spill Kit Equipment Required

Equipment	Required	Current Amount on Hand
Splash Shield	2 ea	
Rubber Gloves	2 ea	
Rubber Boots	2 pr	
Betadine solution	1 gl	
Paper Coveralls	10 pr	
Bio Hazard Signs	10 ea	
Clorox	1 gal.	
TSP		

Body Fluids Kit

Equipment	Required	Current Amount on Hand
Mask	1	
Disposable Gloves	5 Pr.	
Vomit Absorbent	1 Bottle	
Quatex II, for protection from HIV	1 Bottle	
Dust Pan, Broom & plastic scoop	1 Ea.	
Disposable Red Bags, for HAZMAT	5 Ea.	
White Disposable Bags to put white bags in	5 Ea.	
Ties, for bags		
Germicidal Sani-Clothes, for effected Surfaces to kill Influenza A2/HK, TB, and Polio 1	5 Ea.	
Clean towels	5 Ea.	
Antiseptic Alcohol Wipes, for hand and body clean-up	5 Ea.	
I-Superzone to destroy Malodors	1 Ea.	
Skin Sanitizer	1 Bottle	

Appendix (V)

Appendix (W)

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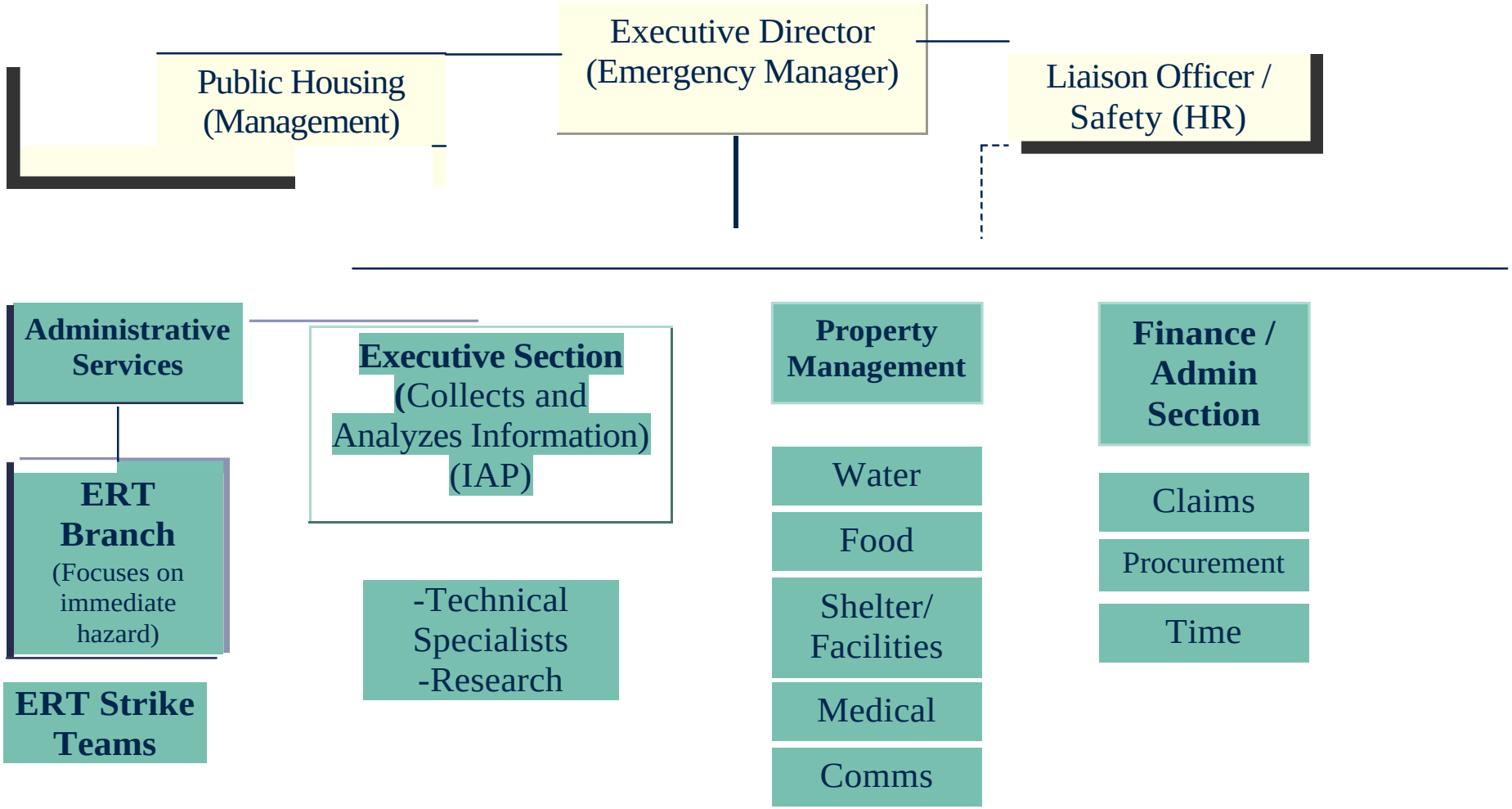
Executive Director
(Emergency Manager)
Public Housing
(Management)
Liaison Officer /
Safety (HR)
Administrative
Services
ERT
Branch
(Focuses on
immediate
hazard)
ERT Strike
Teams
Executive Section
(Collects and
Analyzes Information)
(IAP)
-Technical
Specialists
-Research
Property
Management
Water
Food
Shelter/
Facilities
Medical
Comms
Finance /
Admin
Section
Claims
Procurement
Time

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HOUSING AUTHORITY OF THE CITY OF LITTLE ROCK
FIRE, ACCIDENT, OR UNUSUAL OCCURRENCE REPORT

LOCATION: NAME:_____
NATURE OF INCIDENT: ADDRESS: _____

TELEPHONE: DATE OF INCIDENT: _____

WITNESS: _____ TIME:_____
ADDITIONAL WITNESSESS: _____ DAMAGE:_____

ADDITIONAL WITNESSES:

APPARENT CAUSE: _____

REMARKS: (Brief Description, witnesses, action taken or recommended. Use extra sheet if necessary.)

BY: DATE REPORT COMPLETED: _____

FOLLOW-UP ACTION ITEMS

Action Required	Responsible Individual(s)	Date Due

DISTRIBUTION:
HR & Administrative Services (Original) Executive Director Finance
Maintenance Supervisor Property Manager Resident's File Director of PH

Appendix (Y)

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

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

Part I: Summary

PHA Name: Housing Authority of the City of Little Rock, Arkansas	**Grant Type and Number** Capital Fund Program Grant No: TBD Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2011** **FFY of Grant Approval: 2011**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	263,200			
3	1408 Management Improvements	100,000			
4	1410 Administration (may not exceed 10% of line 21)	130,000			
5	1411 Audit	10,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	150,000			
8	1440 Site Acquisition	25,000			
9	1450 Site Improvement	50,000			
10	1460 Dwelling Structures	175,000			
11	1465.1 Dwelling Equipment—Nonexpendable	100,000			
12	1470 Non-dwelling Structures	200,000			
13	1475 Non-dwelling Equipment	71,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]	116,800			

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

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

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

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

Part I: Summary

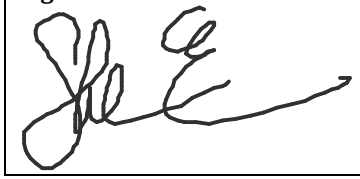
PHA Name: **Housing Authority of the City of Little Rock, Arkansas**	**Grant Type and Number** Capital Fund Program Grant No: TBD Replacement Housing Factor Grant No: TBD Date of CFFP:	**FFY of Grant:** **2011** **FFY of Grant Approval:** **2011**

Type of Grant

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

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

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,316,000			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date 10/10/2010**	**Signature of Public Housing Director**	**Date**
			

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

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

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock, Arkansas	**Grant Type and Number** Capital Fund Program Grant No: TBD CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
TBD	**Development of New Units**	**1499**	TBD	**188989**				
AR 4 – 1	Installation of downspouts, gutters, splash bills	1460	1 LS	120000				
AR4-9	Replace traction elevator and parts	1475	2	212000				
AR 4- 10	ADA Compliance in building	1460-1470	TBD	142000				
AR4 – 18	**Repaint doors (Interior and Exterior)**	**1460**	400	**200000**				

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: AR37P004501-08 Replacement Housing Factor Grant No: Date of CFFP: 06/13/2008	FFY of Grant: 2008 FFY of Grant Approval: 2008

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement (revision no:3)
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	150,000.00	0		
3	1408 Management Improvements	100,000.00	100,000.00	100,000.00	83,387.04
4	1410 Administration (may not exceed 10% of line 21)	126,706.00	126,706.00	126,706.00	126,706.00
5	1411 Audit	1,000.00	0		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	98,157.00	98,157.00	98,157.00	98,157.00
8	1440 Site Acquisition	50,000.00	0		
9	1450 Site Improvement	29,000.00	459.30	459.30	459.30
10	1460 Dwelling Structures	486,210.25	483,633.17	483,633.17	307,750.01
11	1465.1 Dwelling Equipment—Nonexpendable	40,000.00	40,000.00	40,000.00	29,469.97
12	1470 Non-dwelling Structures	5,000.00	5,000.00	5000.00	
13	1475 Non-dwelling Equipment	7,500.00	27,726.00	27,726.00	27,726.00
14	1485 Demolition	98,486.75	140,720.80	140,720.80	109,720.80
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	10,000.00	0		
17	1499 Development Activities [4]	0	199,956.53	199,956.53	

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-08 Replacement Housing Factor Grant No: Date of CFFP: 06/13/2008	**FFY of Grant:2008** **FFY of Grant Approval: 2008**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no: 3)**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	65,000.00	44,701.20	44,701.20	44,701.20
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,267,060.00	1,267,060.00	1,267,060.00	828,077.32
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 7/29/2010	**Signature of Public Housing Director**	**Date**

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

Part II: Supporting Pages

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-08 CFFP (Yes/ No): YES Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-WIDE	OPERATIONS	1406		150,000.00	0			
PHA-WIDE	MANAGEMENT IMPROVEMENT	1408		100,000.00	100,000.00	100,000.00	83,387.04	
PHA-WIDE	ADMINISTRATION	1410		126,706.00	126,706.00	126,706.00	126,706.00	
PHA-WIDE	AUDIT COST	1411		1,000.00	0			
PHA-WIDE	FEES & COSTS	1430		98,157.00	98,157.00	98,157.00	98,157.00	
PHA-WIDE	SITE ACQUISITION	1440		50,000.00	0			
PHA-WIDE	SITE IMPROVEMENT	1450		29,000.00	459.30	459.30	459.30	
PHA-WIDE	DWELLING STRUCTURES	1460		486,210.25	483,633.17	483,633.17	307,750.01	
PHA-WIDE	DWELLING EQUIPMENT	1465		40,000.00	40,000.00	40,000.00	29,469.97	
PHA-WIDE	NON-DWELLING STRUCTURES	1470		5,000.00	5,000.00	5,000.00		

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

Part II: Supporting Pages

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-08 CFFP (Yes/ No): YES Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-WIDE	NON-DWELLING EQUIPMENT TWO WORK TRUCKS	1475		7,500.00	27,726.00	27,726.00	27,726.00	
PHA-WIDE	RELOCATION COSTS	1495		10,000.00	0			
PHA-WIDE	CONTINGENCY	1502		65,000.00	44701.20	44701.20	44701.20	
	SUBTOTAL PHA WIDE			1,168,573.25	926,382.67	926,382.67	718,356.52	
AR4-26	DEVELOPMENT ACTIVITIES CENTRAL/STEPHENS APARTMENTS	1499		0	199,956.53	199,956.53		
	SUBTOTAL AR4-26							
AR4-05	DEMOLITION, HOLLINSWORTH	1485		98,486.75	140,720.80	140,720.80	109,720.80	
	SUBTOTAL AR4-05			98,486.75	140,720.80	140,720.80	109,720.80	
	PART 2 SUPPORTING PAGES TOTAL			1,267,060.00	1,267,060.00	1,267,060.00	828,077.32	

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: AR37P004501-09 Replacement Housing Factor Grant No: Date of CFFP: 09/15/2009	FFY of Grant: 2009 FFY of Grant Approval: 2009

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	45,000			
3	1408 Management Improvements	50,000			
4	1410 Administration (may not exceed 10% of line 21)	131,856			
5	1411 Audit	10,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	200,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	100,000			
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable	475,000			
12	1470 Non-dwelling Structures	254,000			
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]	52,700			

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-09 Replacement Housing Factor Grant No: Date of CFFP: 09/15/2009	**FFY of Grant:2009** **FFY of Grant Approval: 2009**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,318,556			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 7/26/2010	**Signature of Public Housing Director**	**Date**

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

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

Part II: Supporting Pages

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-09 CFFP (Yes/ No): YES Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-WIDE	MANAGEMENT IMPROVEMENT Training	1408		50,000				
PHA-WIDE	ADMINISTRATION Technical and non technical salaries and fringe, supplies, phone/fax	1410		131,856				
PHA-WIDE	AUDIT	1411		10,000				
PHA-WIDE	FEES AND COSTS ARCHITECT AND ENGINEER FEES FOR VARIOUS PROJECTS	1430		200,000				
	SUBTOTAL PHA-WIDE			391,856				
AR4-01	OPERATIONS	1406		45,000				
	HEAT AND AIR INSTALL	1465		75,000				
	SUBTOTAL AR4-01			120,000				
AR4-09	SITE IMPROVEMENT	1450		100,000				
	SUBTOTAL AR4-09			100,000				
AR4-10	DWELLING EQUIPMENT ELEVATOR INSTALLATION	1465		400,000				
	NON-DWELLING STRUCTURES GAZEBO, CLEANING AND PAINTING OF BUILDING EXTERIOR	1470		254,000				
	SUBTOTAL AR4-10			654,000				
AR4-26	DEVELOPMENT ACTIVITY CENTRAL/STEPHENS APARTMENTS	1499		52,700				
	SUBTOTAL AR4-26			52,700				

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

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

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

Part II: Supporting Pages

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-09 CFFP (Yes/ No): YES Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
	PART II SUPPORTING PAGES TOTAL			1,318,556				

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2010** **FFY of Grant Approval: 2010**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	25,000.00			
3	1408 Management Improvements	50,000.00			
4	1410 Administration (may not exceed 10% of line 21)	131,612.00			
5	1411 Audit	10,000.00			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	200,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	400,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable	499,505.00			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2010** **FFY of Grant Approval: 2010**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,316,117.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 7/28/2010	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: AR37P004501-10 CFFP (Yes/ No): YES Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-WIDE	OPERATIONS	1406		25,000.00				
PHA-WIDE	MANAGEMENT IMPROVEMENT TRAINING	1408		50,000.00				
PHA-WIDE	ADMINISTRATION TECHNICAL & NON-TECHNICAL SALARIES & FRINGE. SUPPLIES, PHONE/FAX	1410		131,612.00				
PHA-WIDE	AUDIT	1411		10,000.00				
PHA-WIDE	FEES & COSTS ARCHITECT & ENGINEER FEES FOR VARIOUS PROJECTS	1430		200,000.00				
	SUBTOTAL PHA-WIDE			416,612.00				
AR4-09	DWELLING STRUCTURES WINDOW REPLACEMENTS	1460		400,000.00				
	DWELLING EQUIPMENT, NEW RANGES AND REFRIDGERATORS	1465		99,752.50				
	SUBTOTAL AR4-09			499,752.50				
AR4-10	DWELLING EQUIPMENT, ELEVATOR UPGRADE/INSTALL, NEW RANGES & REFRIDGERATORS	1465		399,752.50				

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

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

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

Part II: Supporting Pages

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: 2010 CFFP (Yes/ No): YES Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
AR4-10 CONTINUED	SUBTOTAL AR4-10			399,752.50				
	PART 2 SUPPORTING PAGES TOTAL			1,316,117.00				

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R004501-10 Date of CFFP: 06/23/2010	**FFY of Grant:2010** **FFY of Grant Approval: 2010**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
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)	225,603.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 7/30/2010	**Signature of Public Housing Director**	**Date**

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

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

Part II: Supporting Pages

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): YES Replacement Housing Factor Grant No: AR37R004501-10	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-WIDE	DEVELOPMENT ACTIVITY	1499		225,603.00				
	PT 2 SUPPORTING PAGES TOTAL			225,603.00				

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R004501-10 Date of CFFP: 06/23/2010	**FFY of Grant: 2010** **FFY of Grant Approval: 2010**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]	225,603.00			

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

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R004502-10 Date of CFFP: 06/23/2010	**FFY of Grant: 2010** **FFY of Grant Approval: 2010**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]	378,411.00			

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

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

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

Part I: Summary

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R004502-10 Date of CFFP: 06/23/2010	**FFY of Grant:2010** **FFY of Grant Approval: 2010**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
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)	378,411.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 1/30/2010	**Signature of Public Housing Director**	**Date**

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

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

Part II: Supporting Pages

PHA Name: LITTLE ROCK HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): YES Replacement Housing Factor Grant No: AR37R004501-10	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-WIDE	DEVELOPMENT ACTIVITY	1499		378,411.00				
	PT 2 SUPPORTING PAGES TOTAL			378,411.00				

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

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

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

Part I: Summary

PHA Name: Housing Authority of the City of Little Rock, Arkansas	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: TBD Date of CFFP:	**FFY of Grant: 2011** **FFY of Grant Approval: 2011**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]	286019			

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

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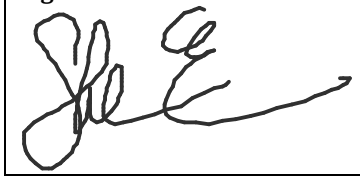
Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	286019			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date 10/10/2010**	**Signature of Public Housing Director**	**Date**
			

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

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock, Arkansas	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: TBD	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
TBD	**Development of New Units**	**1499**	TBD	286019				

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Type of Grant
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15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]	350000			

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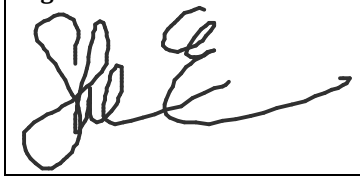			

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