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

PHA Plans

5-Year Plan
Annual Plan for Fiscal Year 2012-2016

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

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

1.0 **PHA Information**
PHA Name: The Housing Authority of the City of Bristol
PHA Code: CT023
PHA Type: ☐ Small ☐ High Performing ☒ Standard ☒ HCV (Section 8)
PHA Fiscal Year Beginning: : 07/01/2012

2.0 **Inventory** (based on ACC units at time of FY beginning in 1.0 above)
Number of PH units: 546 Number of HCV units: 679

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:

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.

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.

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

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

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

8.2 **Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

8.3 ***Capital Fund Financing Program (CFFP).***
☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

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

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.**
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"

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

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

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

Instructions form HUD-50075

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

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

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

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

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

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

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

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

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

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

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

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

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

welfare program requirements. **(Note: applies to only public housing).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Capital Fund Program Five-Year Action Plan

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

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

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

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

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

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

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

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

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

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

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

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

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

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

(f) Resident Advisory Board (RAB) comments.

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

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

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

PHA Plan

1.0	**PHA Information** PHA Name: The Housing Authority of the City of Bristol PHA Code: CT023 PHA Type: ☐ Small ☐ High Performing ☒ Standard ☒ HCV (Section 8) PHA Fiscal Year Beginning: July 1, 2012
2.0	**Inventory** (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 546 Number of HCV units: 679
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
PHA FISCAL YEARS 2012–2016

[24 CFR Part 903.5]

5.1. Mission

☒ The PHA's mission is to: Create Opportunities for Affordable Housing in a Suitable Living Environment and Promote Self Sufficiency in Our Community.

5.2. Goals and Objectives

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☒ PHA Goal: Increase Availability

Objectives:

- ☒ Apply for additional rental vouchers
- ☒ Reduce public housing vacancies: Cambridge Park, Gaylord Towers and JF Kennedy
- ☒ Leverage private or other public funds to create additional housing opportunities for Cambridge Park
- ☒ Acquire or build units or developments to further affordable housing and homeownership opportunities
- ☒ Other (list below): Secure alternate finance options to upgrade housing stock in conjunction with Capital Improvement funds (i.e. HOPE VI, Choice Neighborhood, LIHTC, CDBG, NOFA, HOME, CHAMP and FAN)

Update:

- *We are planning to "project base" 20% of our vouchers to leverage funding to renovate State Moderate properties. We are also exploring the possibility to project based Cambridge Park, a low income multifamily property. This will also help to leverage funding to rehabilitee this property.*

- *Over the past year our vacancy rate has been reduced to 2% due to rigorous staff training and improved collaboration within the entire organization.*

☒ PHA Goal: Improve the quality of assisted housing

Objectives:

- ☒ Improve public housing management (PHAS score): 90 (High Performer)

Update:

- *The Housing Authority of the City of Bristol is implementing controls that will allow us to meet HUD's new requirements. All vacant unit information is now centralized; we will be implementing a new inventory and purchase order system as well; a new payroll vendor was hired with improved systems. A new folding/inserter machine was purchase. This will produce savings in staff time and money.*

- *Residents now have the choice to pay their rent online. Our new web site also contains the language tool to translate or adjust size that will benefit the disabled.*

☒ Improve voucher management (SEMAP score):

Update:

- *Our SEMAP score was 97% which designates us as a "High Performance" agency.*
-

☒ Increase customer satisfaction

By increasing communication with residents and staff through resident and staff meetings to keep up to date with issues of concern. Continue monthly BHA resident newsletter to keep residents informed on pertinent housing issues concerning their health and safety and new policies or procedures. Provide educational seminars and services to residents by forming strong partnerships with area service providers. Property Managers address issues one-on-one with residents and ensure that work order requests are responded to in a timely manner for the Federal and State programs. BHA screening standards require a 5-year landlord reference and also a 5-year National criminal background check which has been improving the resident pool. BHA implemented resident orientation sessions to inform of the lease provisions prior to occupancy. Informational meetings for Section 8 landlords are planned as well.

Update:

- *Applicants can now apply online and check their waiting list status. We created a new web site which included our new logo. With the purpose of improving communication, making forms readily available, informing the community of job opportunities, procurement activities, etc.*

- *The Resident Opportunity Self Sufficiency Grant (ROSS) program we have been able to created and offer the following programs to our residents:*

- *Reading is Fun. This program offer programs/classes to parents while their children participate in the program. This program received the "Award of Excellence" from NAHRO and the "Award of Merit" from NERC-NAHRO.*
- *GED Classes in collaboration with Bristol Adult Education*
- *ESL Classes in collaboration with Literacy Volunteers*
- *Women's Circle*
- *Toddler Time with Birth to Three*
- *Coffee Talk*
- *Health Care Education*
- *Flu Clinic*
- *Maintenance Workshops*
- *Financial Classes*
- *We also provided a variety of activities and trainings in collaboration with the service provider partners in our community. These activities included: College Fairs, Health Fairs, the Re-gifting Program, turkey distribution, GED and ESL classes and seminars through Wheeler Clinic.*

  Education is a core objective for us and with that end in mind we have been able to form partnerships with the local school system and two colleges. We have a Memorandum of Understanding (MOU) with Goodwin College and were able to obtain 11 scholarships for residents and staff. These scholarships will assist our residents in obtaining their Associates Degree and enable them to secure employment immediately after graduating. We are also working with the Department of Labor (Connecticut Works) and Tunxis Community College to provide courses and necessary training to assist our residents in obtaining employment or to increase their job skills.

We also have a monthly newsletter that provides residents with information on activities, community events, lease changes and staff contact information.

Emergency work orders are being completed within 48 hours. The time to complete regular work orders has improved tremendously due to the implementation of Project Based Management.

Orientation meetings are conducted for new residents, participants in the Housing Choice Voucher Program (Section 8) and Landlords.

☒ Concentrate on efforts to improve specific management functions

The Authority plans to further the professional development of the staff and Commissioners through training. We plan to continue to conduct staff evaluations and needs assessments to determine improvements needed and/or changes to help with the successful and timely completion of our goals. Complete necessary improvements or additions to our software system (PHA-web) to keep up-to-date with

services. BHA plans to add the inventory and purchase orders modules to our software system. It is our objective to run an effective, time efficient and accurate operation.

Update:

- *We continue to work on paper reduction. This year we will work on implementing more measures and activities to accomplish this task. We collected quotes from vendors that offer document management solutions.*

- *We completed the process for electronic vendor payments as well. A procedure is being prepared for internal controls.*

- *We save time and money by choosing local trainings whenever possible. We also held on site on site trainings. This reduces expenses for travel, hotel and transportation.*

We conduct staff evaluations and needs assessments to include equipment and necessary tools to complete tasks.

Property Managers conduct daily site inspections to identify lease violations and ensure that repairs needed or any potential code violations are addressed. They will also conduct inspections 30 days after a new resident moves in to ensure lease compliance and make referrals to local service provider agencies for any services needed. The HCV Inspector conducts inspections of new units within fifteen days of the request by the Section 8 participant. The Property Managers will conduct inspections of units to be vacated prior to move out and regular inspections of vacant units. This will encourage prompt turnover by scheduling work/repairs and assigning a new resident before the unit becomes vacant and by getting updates on work completed.

BHA continues to offer staff tuition reimbursement to give employees the opportunity to further their education.

☒ Renovate, revitalize or modernize public housing units as part of our 5 year Capital Fund Program

BHA has completed Capital Needs Assessments and Energy Audits for all of the sites. Capital improvements are completed following recommendations accordingly. BHA will continue to seek alternative energy sources and purchase American made products.

Update:

- *In the last five years we were able to complete capital improvement that include but are not limited to the following projects:*

  We completed all requirements per REAC at Gaylord Towers and J.F.K. Apartments
  We installed a new hot water system at Gaylord Towers
  Elevator Upgrades at Gaylord Towers and J.F.K. Apartments
  Install two new emergency generators at Gaylord Towers and J.F.K. Apartments
  Renovations to the Community Room, and Lobby Improvements were Completed at Gaylord Towers and J.F.K. Apartments
  Roof Replacement was also completed above the Community Room at Gaylord Towers.
  At Bonnie Acres, we completed ADA upgrades to the management office, kitchen, bathrooms and community room. Sidewalks and parking lots were also resurface and re-lined.
  At Cambridge Park we added two accessible units, new property fence and completed all required ADA upgrades.

☒ Provide replacement public housing as need arises

☒ Provide replacement vouchers as need arises

☒ Other (list below): BHA will continue to seek products that follow Energy Star standards in the procurement of appliances, heating and water conservation products. We will also continue to seek funding for utility cost offsets.

☒ PHA Goal: Increase assisted housing choices

Objectives:

☒ Provide voucher mobility counseling

Update:

- *The Authority continues to schedule orientation meetings for first time participants. Meetings are also being scheduled for current participants as needed.*

☒ Conduct outreach efforts to potential Section 8 landlords

Update:

- *We accomplished this by contacting local apartment management companies outside of poverty areas to encourage participation in the Section 8 Program. We also participate in activities held by the Greater Bristol Property Owners Association.*

☒ Increase voucher payment standards in accordance with the new FMR's regulations

Update:

- *Payment standards are reviewed on a yearly basis. They are changed depending on our needs.*
-

☒ Implement voucher homeownership program for families.

Update:

- *We have been able to assist twelve families in becoming homeowners through our HCV Homeownership Program.*

☒ Implement public housing or other homeownership program

Update:

- *Our Homeownership Action Plans for the Public and HCV (Section 8) Programs were approved by HUD. We received a three-year ROSS grant and were able to hire a full-time FSS Coordinator to assist our public housing families with their economic development and self-sufficiency.*

☒ Implement public housing agency wide waiting lists: Family, Elderly/Young Disabled, Congregate Program and State Moderate Income

Update:

- *BHA has agency wide waiting lists for its Federal Low Income, a waiting List for its Congregate Program and also for its State Moderate Income programs.*

  The Housing Authority will close its State Program waiting lists for one day every year on June 30th to comply with its Tenant Selection Plan and Affirmative Action Plan. The new list will start on July 1st of the same year. This information will be advertised or disseminated according to program regulations.

☒ Convert public housing to vouchers

Update:

- *This is an option that The Housing Authority of the City of Bristol will consider in the next five years. A feasibility study for the renovation of the Cambridge Park site has been completed. The Board of Commissioners chose one of three proposals. Part of the renovation plan includes implementation of the project based of several units. This year the Authority is planning to have public meetings with residents and City Officials to get their input and/or feedback. The Authority will be exploring grant options available for this project as well. The Housing Authority completed the necessary steps to submit the Choice Neighborhood Grant application. We were able to gain the support from the community, the city, Fire Department, Police Department, the Board of Education and others. Unfortunately, we were not able to meet the definition of blighted area.*

☒ Other (list below):

The Housing authority will continue to explore other affordable housing opportunities to include the utilization of Housing Choice Vouchers (Section 8) to project base specific projects or sites in partnership with other entities.

Implement the Section 8 Project-based Certificate Program consistent with 24 CFR Part 983. Continue to collaborate with local community organizations to promote self sufficiency. These include: Bristol Community Organization, Community Mental Health Affiliates, St. Vincent DePaul, Department of Mental Health, Bristol Continuum of Care, local schools and universities, Habitat for Humanity, banking institutions, non-profits, Colleges, etc.

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment

Objectives:

☒ Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments

Update:

- *Our waiting list now provides preference to families who work or are enrolled in school. Our ACOP provides a procedure to give preference to a higher income family who wants to move in our low income family developments such as Cambridge Park.*

- *This year we are implementing a non-smoking policy. The process took three year of discussion with the Resident Advisory Board, the Board of Commissioners and Management Staff. Information and feedback was collected from other Housing Agencies, our Summary Process Attorney and strong encouragement from HUD. Residents and staff will not be allowed to smoke inside their units, buildings, near windows or front entrances of BHA buildings. With the support of the RAB members and approval from the Board of Commissioners this policy will be effective July 1. 2012. BHA will provide workshop and information for smoke cessation programs.*

☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments

Update:

Our waiting list now provides preference to families who work or are enrolled in school. Our ACOP provides a procedure to give preference to a higher income family who wants to move in our low income family developments such as Cambridge Park.

☒ Work with the local law enforcement agency for collaborative efforts to provide enhanced security to our residents. This will include direct monitoring of our family and elderly/young disabled developments, by police at the main station or in vehicles within the development.

Update:

- *Every year we issue a letter to the Bristol Police Department authorizing them to come into our developments and arrest for any acts in violation of the law including loitering and trespassing. We have installed cameras for direct monitoring of our family and elderly/young disabled developments, by the police. Some of the cameras were vandalized but plans for replacements are in progress. Also, a policy was developed to ensure working order and proper maintenance of the monitoring cameras.*

☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

Update:

The percentage of non-elderly disabled has been reduced steadily. We plan to meet our 100% elderly goal within the 5 year deadline. At that time, we will continue to request the designation at this site as required by HUD guidelines.

☒ Other (list below):

- Provide security camera surveillance system

Update:

- *We applied for and we were the recipient of the Emergency Safety and Security HUD Grant. We are planning to implement improvements and upgrades to our security system. We are also going to provide upgrades to our lighting, fence and locks.*

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

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

Objectives:

☒ Increase the number and percentage of employed persons in assisted families
The Authority will expand the opportunities for resident employment through outreach and training programs in conjunction with contractor or agencies committed to our Public Housing function.

Update:

- *The Authority was the recipient of a three-year ROSS grant for its Public Housing program. To date we have been able to assist 117 participants.*

☒ Provide or attract supportive services to improve assistance recipients' employability
The Authority in partnership with the Bristol School System provides onsite GED and ESL classes at Federal family sites. We hold annual college fairs to increase resident

awareness of educational opportunity, interview process classes, professional attire classes, etc.

☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities

BHA will continue to provide opportunities to the homeless and/chronically homeless.

Update:

- *We continue to be members of the Bristol Continuum of Care Committee which is geared to assist the homeless in our community. With that in mind, we have been able to partner with the State in the Next Step Program which provides for a social worker to assist the chronically homeless individuals on our waiting lists with mental health or addiction problems. This year we are planning to apply for the balance of state funding available to assist with the homeless situation in the surrounding towns.*

☒ Other:

BHA will seek grant opportunities, scholarships and engage in promoting family self-sufficiency.

Update:

- *BHA will work with Goodwin College and special scholarships available to low income families this year.*

- *BHA will collaborate with agencies to encourage participation in the Individual Development Accounts (IDA) Program if available. The participants were able to use the proceeds from this program to become a homeowner, to further their education or for the purchase of a vehicle. Our residents and HCV Program participants were able to take advantage of this program.*

HUD Strategic Goal: Ensure equal opportunity in housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

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

- *BHA has followed all State and Federal Fair Housing Laws. This includes how we advertise for employment, contracting, and leasing. Our signage and correspondence includes all required logo and statements.*

☒ 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, or disability

Update:

- *BHA has implemented a 504 Reasonable Accommodation Plan that addresses issues related to changes in our policies or physical changes in the unit to provide a suitable living environment for our residents in compliance with this requirement.*

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

During planning phase of all rehabilitation projects including site work, structure modifications to dwelling and non-dwelling units The Housing Authority of the City of Bristol considers ADA requirements and incorporates such changes in the plans when feasible and applicable.

☒ Other (list below):

The Authority continues to provide staff and Commissioners with educational training in this field. BHA plans to implement their LEP plan and complete their 504/ADA upgrades as stated in their voluntary agreement with HUD.

6.0 Annual PHA Plan
PHA Fiscal Year 2012-2013
[24 CFR Part 903.7]

i. Annual Plan Type:

☒ **Standard Plan**

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting (select all that apply):
☒ Main administrative office of the PHA
☒ PHA leasing offices

Display Locations for PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at (select all that apply):
☒ Main administrative office of the PHA
☒ Other (list below):
At Resident Advisory Board Meetings

PHA Plan Supporting Documents are available for inspection at (select all that apply):
☒ Main business office of the PHA

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]

The Housing Authority of the City of Bristol will look to the future for new opportunities that will bring us other avenues of funding and help address the needs of the community. Also, we will expand the opportunities of resident employment through outreach and training programs in conjunction with contractors or agencies committed to our Public Housing function. This and through improving building integrity and appearance, in turn, will produce a better self image regarding the residents' quality of life. In 2012 our priorities will focus in developing strategies to maintain fiscal balance in light of reduced federal funding, improving our housing stock as well as maintaining basic services to residents.

This Agency will continue to seek grants related to self-sufficiency and economic empowerment of public housing residents and tenant-based assistance participants. It is our plan to increase the support that families receive, and vastly change the availability and coordination of job skills workshops, family skills training, homeownership opportunities, and other activities. We anticipate that this will result in a larger percentage of our served population achieving self-

sufficiency, and result in more of our local population that had been just utilizing human services resources becoming productive members in our community.

In 2012 we intend to focus on creating more cooperative collaborations with the Bristol business and private sector communities and service providers to focus on meeting the housing needs of the residents in our community through strategic planning and in accordance with the City's Consolidated Plan.

To achieve long-term financial stability the Housing Authority of the City of Bristol will continue with the implementation of a savings plan that includes initiatives to control spending.

The Housing Authority of the City of Bristol was awarded a High Performer rating by HUD for its Public Housing Program and Housing Choice Voucher program.

The Housing Authority of the City of Bristol through recommendations from the Resident Advisory Board, public comments and feedback from the Board of Commissioners has proposed the following changes:

The remainder of the Annual Plan is consistent with the previous plan.

Thank you to our Commissioners, City Council members, supporters and friends.

iii. Annual Plan Table of Contents

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Attachments

Required Attachments:

- ☒ **FY 2012 Capital Fund Program Annual Statement.**
- ☒ **Capital Fund Program 5-Year Action Plan**
- ☐ **Most recent board-approved operating budget (required ONLY for PHAs that are troubled or at risk of being designated troubled)**
- ☐ **Public Housing Drug Elimination Program (PHDEP) Plan**
- ☒ **Statement of Progress in Meeting 5-Year Plan and Goals (in either of the following forms): Progress statements added to current 5-Year Plan**
- ☐ **Assessment of Site-Based Waiting List Development Demographic Changes (if applicable)**
- ☐ **Answers to the revised template questions of Subcomponent 10(B) regarding initial assessments of voluntary conversion of public housing to tenant-based assistance***
- ☒ **Section 8 Homeownership Capacity Statement**
- ☒ **Implementation of Public Housing Resident Community Service Requirements**
- ☒ **Pet Policies (Sect 14 of the Annual Plan)**
- ☒ **Resident Membership of PHA Governing Board:**
  - **Resident Member/s of Governing Board**
- ☒ **Deconcentration and Income Mixing Policy**
- ☒ **Project-based Voucher program Admin Plan**
- ☒ **Membership of Resident Advisory Board**
- ☒ **Recommendations and comments received from the Resident Advisory Board on the PHA Plan.**
- ☒ **Definition of "Substantial Deviation" and "Significant Amendment or Modification".**

Optional Attachments:

- ☒ **PHA Management Organizational Chart**
- ☒ **Comments of Resident Advisory Board/s**
- ☐ **Consortium Agreement (if applicable)**
- ☒ **Other: FY2012-2016 Capital Fund 5 Year Action Plan**
  ACOP
  Section 8 Administrative Plan
  VAWA Statement
  FSS Action Plan
  Sect 8 (HCV) Homeownership Program Action Plan
  Procurement Policy and Capital Fund Stimulus Plan Procurement Policy

Supporting Documents Available for Review

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5-Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5-Year and Annual Plans (not required for Small PHA Plan Update)
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement	5-Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (Section 16(a) of the U.S. Housing Act of 1937, as implemented in the 2/18/99 *Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5-Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to Section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Reasoning from initial assessments as required by 24 CFR 972.200	Annual Plan: Conversion of Public Housing*
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	Policies governing any Section 8 homeownership program ☒ Check here if included in the Section 8 Administrative Plan.	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS, or other resident services) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
	The most recent fiscal year audit of the PHA conducted under Section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit, and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (List individually, using as many lines as necessary.)	(Specify as needed.)

***** HUD Form 50075 not yet updated to show initial assessments as a supporting document.

1. Statement of Housing Needs

JURISDICTION

The Housing Authority of the City of Bristol has analyzed the housing needs of low-income and very low-income families who reside in The Housing Authority of the City of Bristol's jurisdiction. Included in the analyses are housing needs of extremely low-income families, elderly families and families with disabilities and households of various races and ethnic groups residing in the jurisdiction.

The housing needs of each of these groups have been identified separately. The identification of housing needs took into account issues of affordability, supply, quality, accessibility, size of units and location.

This information was obtained from the Consolidated Plan for The Housing Authority of the City of Bristol's jurisdiction. The Consolidated Plan accurately describes the housing needs of the jurisdiction. Applicable portions of the Consolidated Plan are attached.

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	**Overall**	**Afford-ability**	**Supply**	**Quality**	**Acces-sibility**	**Size**	**Location**
Income =30% of AMI	**28%**	**5**	**5**	**5**	**5**	**5**	5
Income >30% but =50% of AMI	**21%**	**5**	**5**	**5**	**5**	**5**	5
Income >50% but <80% of AMI	**17%**	**4**	**4**	**4**	**3**	**3**	3
Elderly	**29%**	**5**	**4**	**4**	**4**	**4**	4
Families with disabilities	**1%**						
Race/ethnicity W	**94%**						
Race/ethnicity B	**2%**						
Race/ethnicity H	**3%**						
Race/ethnicity Other	**1%**						

What sources of information did the PHA use to conduct this analysis (check all that apply; all materials must be made available for public inspection)?

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 2012
☐ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") data set
☐ American Housing Survey data
Indicate year:
☐ Other housing market study
Indicate year:
☐ Other sources (list and indicate year of information):

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

Housing Needs of Families on the Waiting List
Public Housing

Waiting list type (select one):
☐ Section 8 tenant-based assistance
☒ Public Housing
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/sub-jurisdiction:

	# of Families	**% of Total Families**	**Annual Turnover**
Waiting list total	**263**		**75**
Extremely low income (=30% AMI)	**189**	**72%**	
Very low income (>30% but =50% AMI)	**68**	**26%**	

Housing Needs of Families on the Waiting List Public Housing			
Low income (>50% but <80% AMI)	6	3%	
Families with children	126	48%	
Elderly families	47	18%	
Families with disabilities	80	31%	
Race/ethnicity White	108	41%	
Race/ethnicity Black	32	13%	
Race/ethnicity Asian	4	2%	
Race/ethnicity Hispanic	90	35%	
Race/ethnicity Am. Indian	0	0%	
Characteristics by Bedroom Size (Public Housing Only)			
0 BR	0	0%	4
1BR	117	45%	48
2 BR	118	40%	18
3 BR	41	13%	5
4 BR	8	2%	0
5 BR	0	0%	0
5+ BR	0	0%	0

☐ Yes ☒ No: Is the waiting list closed?

If yes:
How long has it been closed (# of months)?
☐ Yes ☐ No: Does the PHA expect to reopen the list in the PHA Plan year?
☐ Yes ☐ No: Does the PHA permit specific categories of families onto the waiting list, even if generally closed?

Housing Needs of Families on the Waiting List
Section 8

Waiting list type (select one):
☒ Section 8 tenant-based assistance
☐ Public Housing
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/sub-jurisdiction:

	# of Families	% of Total Families	Annual Turnover
Waiting list total	263		78
Extremely low income (=30% AMI)	964	80%	
Very low income (>30% but =50% AMI)		18%	
Low income (>50% but <80% AMI)	6	0	
Families with children	766	65%	
Elderly families	18	1%	
Families with disabilities	36	3%	
Race/ethnicity White	342	28%	
Race/ethnicity Black	252	21%	
Race/ethnicity Asian	3	0%	
Race/ethnicity Hispanic	593	49%	
Race/ethnicity Am. Indian	2	0	

Housing Needs of Families on the Waiting List Section 8
☒ **Yes** ☐ **No:** **Is the waiting list closed?** **If yes:** **How long has it been closed? 32 months** ☐ **Yes** ☒ **No:** **Does the PHA expect to reopen the list in the PHA Plan year?** ☐ **Yes** ☒ **No:** **Does the PHA permit specific categories of families onto the waiting list, even if generally closed?**

C. Strategy for Addressing Needs

WAITING LIST

The Housing Authority of the City of Bristol has analyzed the housing needs of low-income and very low-income families on the public housing and Section 8 waiting lists. Included in the analysis are housing needs of extremely low-income families, elderly families, families with disabilities and households of various race and ethnic groups.

The housing needs of each of these groups have been identified separately. The identification of housing needs took into account issues of affordability, supply, quality, accessibility, unit size and location.

The PHA's public housing and Section 8 waiting lists are computerized and separate. Tables of waiting list analysis are maintained in the PHA's administrative office.

NEEDS ASSESSMENT

Through analysis of the City of Bristol PHA's jurisdiction and Bristol Housing Authority's waiting lists, the Housing Authority of the City of Bristol believes that elderly households and households with disabilities and extremely low-income were least well served in the City of Bristol. Therefore, preferences were established for these families. The population groups identified (extremely low-income families, very low-income families, low-income families, working poor families, persons with disabilities, elderly persons, households of particular race or ethnicity, homeless families) face the following barriers in obtaining affordable housing:

- Affordability.
- Supply.
- Housing resources and accessibility.
- Landlord education about discrimination and Fair Housing laws.
- Language and cultural differences.
- Lack of accessible units to rent or purchase.
- Cumbersome and lengthy legal system for evictions.
- Lack of transition services for persons released from prison.
- Fair housing services and Lack of local Fair Housing enforcement.
- Transportation policies
- Advertising

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

☒ Employing effective maintenance and management policies to minimize the number of public housing units off-line
☒ Reducing turnover time for vacated public housing units by improving scheduling repairs and notification process to prospective residents
☒ Reducing time to renovate public housing units
☒ Seeking replacement of public housing units lost to the inventory through mixed-finance development
☒ Seeking replacement of public housing units lost to the inventory through Section 8 replacement housing resources
☒ Maintaining or increasing Section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
☒ Undertaking measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
☒ Maintaining or increasing Section 8 lease-up rates by marketing the program to owners, particularly those outside areas of minority and poverty concentration
☒ Maintaining or increasing Section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
☒ Participating in the Consolidated Plan development process to ensure coordination with broader community strategies
☐ Other (list below):

Strategy 2: Increase the number of affordable housing units by:

☒ Applying for additional Section 8 units should they become available
☒ Leveraging affordable housing resources in the community through the creation of mixed-finance housing
☒ Pursuing housing resources other than public housing or Section 8 tenant-based assistance

☒ Other (list below):
Implement Project Based Section 8 Voucher Program consistent with 24 CFR Part 983.
Applying for additional Section 8 Vouchers through the Family Unification Grant.

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30% of AMI by:

☐ Exceeding HUD federal targeting requirements for families at or below 30% of AMI in public housing
Fair housing services
☐ Exceeding HUD federal targeting requirements for families at or below 30% of AMI in tenant-based Section 8 assistance
☐ Employing admissions preferences aimed at families with economic hardships
☒ Adopting rent policies to support and encourage work
☐ Other (list below):

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI by:

☒ Employing admissions preferences aimed at families who are working
☒ Adopting rent policies to support and encourage work
☐ Other (list below):

Need: Specific Family Types: The elderly

Strategy 1: Target available assistance to the elderly by:

☒ Seeking designation of public housing for the elderly
☒ Applying for special-purpose vouchers targeted to the elderly should they become available
☐ Other (list below):

Need: Specific Family Types: Families with disabilities

Strategy 1: Target available assistance to families with disabilities by:

☐ Seeking designation of public housing for families with disabilities
☒ Carrying out the modifications needed in public housing based on the Section 504 Needs Assessment for Public Housing
☒ Applying for special-purpose vouchers targeted to families with disabilities should they become available
☒ Affirmatively marketing to local non-profit agencies that assist families with disabilities
☒ Other (list below):
Establishing waiting list preferences for non-elderly disabled families

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 by:

☒ Affirmatively marketing to races/ethnicities shown to have disproportionate housing needs
☐ Other (list below):

Strategy 2: Conduct activities to affirmatively further fair housing:
☒ Counsel Section 8 tenants about units outside areas of poverty or minority concentration and assist them in locating those units
☒ Market the Section 8 program to owners outside areas of poverty /minority concentrations
☒ Other (list below):
Update utility allowance annually and update rent reasonableness study annually to ensure fair rents are comparable to other units being rented by non-assisted families.

Other Housing Needs and Strategies:

Credit counseling to applicants through partnership with local agencies
Attend GBPOA meetings as an effort to inform landlords of HCV program of needs for affordable housing.

The Authority will develop a Project Based Section 8 Program designed to work in tandem with other sources of affordable housing.

(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
- ☒ Limited availability of sites for assisted housing
- ☒ 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
- ☐ Other (list below):

2. Statement of Financial Resources

As required under the Quality Housing and Work Responsibility Act of 1998, The Housing Authority of the City of Bristol is submitting a Statement of Financial Resources. The Statement includes projected income and expense for the operation of the public housing and tenant-based assistance programs for the fiscal year beginning July 1, 2011 and ending June 30, 2012.

The agency uses an enterprise fund for budgeting and financial reporting in the public housing program and enterprise fund for budgeting and financial reporting in the tenant-based assistance programs.

For the plan year, total income projected for the public housing program is $3,630,990. Total expenses for the public housing program for the plan year are estimated at $3,498,225. This is $302,944 more than for the previous plan year. Undesignated Fund Balance/Retained Earnings is estimated to increase by $132,765**.** This represents a 20% decrease from the previous year.

For the plan year, total income projected for the tenant-based assistance program is $635,400. This is $169,400 more than for the previous plan year. Total expenses for the tenant-based assistance program for the plan year are estimated at $613,009. This is $196,432 more than for the previous plan year. Undesignated Fund Balance/Retained Earnings is estimated to increase by $22,391. This represents a 55% decrease from the previous year.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. Federal Grants (FFY 2012 grants)		
a. Public Housing Operating Fund	**2,102,144**	
b. Public Housing Capital Fund	**712,005**	
c. HOPE VI Revitalization	**-0-**	
d. HOPE VI Demolition	**-0-**	
e. Annual Contributions for Section 8 Tenant-Based Assistance	**6,238,210**	
f. Public Housing Drug Elimination Program (including any Technical Assistance funds)	**N/A**	
g. Resident Opportunity and Self-Sufficiency Grants	**80,000**	
h. Community Development Block Grant	**N/A**	
i. HOME	**N/A**	
Other Federal Grants (list below): Family Self Sufficiency Program	**66,000**	

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
2. Prior Year Federal Grants (unobligated funds only) (list below):		
CFP501-09	**0**	
CFP502-10	**0**	
CFP502-11	**296,889**	**Capital Projects**
CFP502-12	**317,753**	**Capital Projects**
3. Public Housing Dwelling Rental Income	**1,452,000**	
4. Other income (list below):		
Interest	**0**	
Laundry & Misc.	**6,000**	**PH Operations**
5. Non-federal sources (list below):		
Total resources	**11,271,001**	

3. PHA Policies Governing Eligibility, Selection, and Admissions

A. Public Housing

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing (select all that apply):
- ☐ When families are within a certain number of being offered a unit (state number):
- ☐ When families are within a certain time of being offered a unit (state time):
- ☒ Other (describe):
  Upon receipt of initial application and again prior to move-in.

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply):
- ☒ Criminal or drug-related activity
- ☒ Rental history
- ☒ Housekeeping
- ☒ Other (describe):
  Credit

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

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

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

(2) Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply):
- ☒ Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe):

b. Where can interested persons apply for admission to public housing?
- ☒ PHA main administrative office
- ☒ PHA development site management office
- ☒ Other (list below):
  The Housing Authority of the City of Bristol Web-Site

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to sub-component (3), Assignment.

1. How many site-based waiting lists will the PHA operate in the coming year?

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (i.e., not part of a previously HUD-approved site-based waiting list plan)?
If yes, how many lists?

3. ☐ Yes ☐ No: Can families be on more than one list simultaneously?
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply):
☐ PHA main administrative office
☐ All PHA development management offices
☐ Management offices at developments with site-based waiting lists
☐ Development to which they would like to apply
☐ Other (list below):

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list (select one)?
☐ One
☒ Two
☐ Three or more

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If the answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting
☒ Yes ☐ No: Does the PHA 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?

b. Transfer policies
In what circumstances will transfers take precedence over new admissions?
☒ Emergencies
☒ Overhousing
☒ Underhousing
☒ Medical justification
☒ Administrative reason determined by the PHA (e.g., to permit modernization work)
☐ Resident choice (state circumstances):
☒ Other (list below):
Victims of Domestic Violence & Violence Against Woman Act (VAWA).
Once a month the PHA may transfer by priority for VAWA, medical justification under housed or over housed.
Non-elderly disabled

c. Preferences
1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)?
If no, skip to sub-component (5), Occupancy.
2. Which of the following admission preferences does the PHA plan to employ in the coming year (select all that apply from the following two lists)?

Former federal preferences:
☒ Involuntary displacement (disaster, government action, action of housing owner, inaccessibility, property disposition)
☒ Victims of domestic violence (VAWA)
☐ Substandard housing
☒ Homelessness
☐ High rent burden (rent is more than 50% of income)

Other preferences:

☐ Working families and those unable to work because of age or disability
☒ Veterans and veterans' families
☒ Residents who live and/or work in the jurisdiction
☒ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☒ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other (list below):
Over-crowding
Elderly (age 62 years old and over)
Families whose head of household is in eligible status. (Eligible citizen or eligible immigration status.)
Non-elderly disabled

3. If the PHA will employ admissions preferences, please prioritize by placing a 1 in the box that represents your first priority, a 2 in the box that represents 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.

☒ Date and time

Former federal preferences:
☒ (1) Involuntary displacement (disaster, government action, action of housing owner, inaccessibility, property disposition)
☐ Victims of domestic violence
☐ Substandard housing
☒ (2) Homelessness
☐ High rent burden

Other preferences:
☐ Working families and those unable to work because of age or disability
☒ (3) Veterans and veterans' families
☒ (1) Residents who live and/or work in the jurisdiction
☒ (4) Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☒ (4) Households that contribute to meeting income requirements (targeting)
☒ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other (list below):
(4) Overcrowding
(1) Elderly (age 62 years old and over) to obtain maximum 30% young disabled.
(4) Families who's Head of Household has eligible status (Eligible citizen or Eligible immigration status.)
(2) Non elderly-disabled

Preferences are weighted as follows:
Residents who live and/or work in our jurisdiction (5 points)
Elderly (5 points)
Involuntary displacement through no fault of their own (11 points)
Overcrowding (2 points)
Targeting/Deconcentration (1 point)
Eligible Status (1 point)
Veterans (1 point)
Homelessness (10 points)
Enrolled currently in educational, training or upward mobility program (1oint)
Non-elderly disabled (5 points)

4. Relationship of preferences to income targeting requirements (select one):
☐ The PHA applies preferences within income tiers.
☒ 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 (select all that apply):
☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy Policy
☒ PHA briefing seminars or written materials

☐ Other source (list):

b. How often must residents notify the PHA of changes in family composition (select all that apply):
☒ At an annual reexamination and lease renewal
☒ Any time family composition changes
☒ At family request for revision
☐ Other (list):

(6) Deconcentration and Income Mixing

Effective beginning with PHA's with Fiscal year ends of October 2001.

Note: Do not respond to questions listed under sub-component (6) of the template. Instead, the following questions should be answered and included as a required attachment to the template.

a. ☒ 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? If no, this section is complete.*

If yes, list these developments as follows:

Development Name	Number of Units	Explanation (if any) [see step 4 at 903.2(c)(2)(iv)]	Deconcentration policy (if no explanation) [see step 5 at 903.2(c)(1)(v)]
CT023000001P CT023000001P CT26P023015	188 6 7	Step. 4.B Step 4.C Step 4.C	Step 5.B,C,D Step 5.A Step 5.A

(6) Deconcentration and Income Mixing

b. ☒ Yes ☐ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, see note following.

DECONCENTRATION OF POVERTY AND INCOME MIXING

The PHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Nothing in the deconcentration policy relieves the PHA of the obligation to meet the income targeting requirement.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Deconcentration and Income-Mixing Goals

The PHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above the PHA's Established Income Range (EIR) to developments below the EIR, and families below the PHA's EIR to developments above the EIR.

Deconcentration Applicability

The PHA has covered developments (general occupancy, family developments) subject to the deconcentration requirement. These covered developments are described in the PHA Plan**.**

Project Designation Methodology

STEP 1: PHA-Wide Average Income

The PHA will determine on an annual basis the average income of all families residing in developments subject to the deconcentration requirement.

STEP 2: Average Income for Each Development

The PHA will then determine the average income of all families residing in each development subject to the deconcentration requirement.

STEP 3: Relation of Each Development to EIR

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

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

[**Note:** If a covered development falls above the EIR, but its average family income is also below 30% of the area median income, then the development will be considered to be within the EIR, for purposes of income mixing (*references:* PIH Notice 2001-26, issued on August 2, 2001 and Federal Register Final Rule, published on August 6, 2002).]

STEP 4: Consistency with PHA Goals and Strategies

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

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

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

2. Local goals and strategies contained in the PHA Plan.

STEP 5: Deconcentration Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, the PHA shall list these covered developments in the PHA Annual Plan.

The PHA shall adhere to the following policies for deconcentration of poverty and income mixing in applicable developments.

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

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

The PHA will provide additional exclusions to earned income payroll deductions for health insurance.

Other Policies to Promote Deconcentration of Poverty or Income Mixing

The PHA will offer certain incentives to higher income families willing to move into lower income developments. The PHA will not take any adverse action against any higher income family declining an offer by the PHA to move into a lower income project.

The PHA will provide the following after-school program: Boys & Girls Club at Cambridge Park (CT023000001P) which includes Power Hour or Homework Help, and Computer Lab.

The PHA will provide a child care facility on site at CT023000001P Learning Center while parents take GED, English as a Second Language or other educational training courses.

The PHA will provide the following programs for youth: Boys & Girls Club at CT023000001P which includes Power Hour or Homework Help, Torch Club for Teens (help with special needs of young adolescents at critical stage in their developments), Bridging the Gap with the Club Tech computer skill enhancement training.

The PHA will provide the following training opportunities for adults: Board of Education holds GED, English as a Second Language and other training classes at CT023000001P.

Deconcentration Worksheet
Method without Bedroom Size Adjustment

Calculation of Development's Relationship to EIR *Without* Using Bedroom Adjustment Factor						
	# of Units	*Total Income per Development*	*Avg. Income per Development*	*Avg. PHA Wide Income*	*Development Comparison % to EIR*	*Within PHA's EIR?*
Development A Cambridge Park	188	$1,824,169	$11,212	$12,295	91%	No
Development B Hillcrest	6	$73,176	$12,196	$12,295	99%	Yes
Development C Scattered	7	$94,694	$47,347	$12,295	385%	Yes
Development D						
Totals	**201**	$1,992,039	70,755	-	-	

B. Section 8

(1) Eligibility

a. What is the extent of screening conducted by the PHA (select all that apply):
- ☐ Criminal and drug-related activity only to the extent required by law or regulation
- ☒ Criminal and drug-related activity more extensively than required by law or regulation
- ☐ More general screening than criminal and drug-related activity (list factors below):

☒ Other (list below): Sex offender screening

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 for screening purposes (either directly or through an NCIC-authorized source)?

e. What kinds of information does the PHA share with prospective landlords (select all that apply):
- ☒ Criminal or drug-related activity
- ☒ Other (describe below): Rental History

(2) Waiting List Organization

a. With which of the following program waiting lists is the Section 8 tenant-based assistance waiting list merged (select all that apply):
- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program (list below):

b. Where can interested persons apply for admission to Section 8 tenant-based assistance (select all that apply):
- ☒ PHA main administrative office
- ☐ Other (list below):

(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:

If applicant can verify that search resulted in no available and/or acceptable (HQS) unit then a 30-day extension will be provided with up to 60 days maximum.

(4) 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)?
If no, skip to sub-component (5), Special-Purpose Section 8 Assistance Programs.

2. Which of the following admission preferences does the PHA plan to employ in the coming year (select all that apply from the following two lists)?

Former federal preferences:
- ☐ Involuntary displacement (disaster, government action, action of housing owner, inaccessibility, property disposition)
- ☒ Victims of domestic violence (VAWA)
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is more than 50% of income)

Other preferences:
- ☐ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other: Eligible Status
  Elderly
  Non-elderly disabled

3. If the PHA will employ admissions preferences, please prioritize by placing a 1 in the box representing 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:
- ☐ Involuntary displacement (disaster, government action, action of housing owner, inaccessibility, property disposition)
- ☒ (1)Victims of domestic violence (2 points)
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden

Other preferences:
- ☐ Working families and those unable to work because of age or disability
- ☒ (1)Veterans and veterans' families (2 points)
- ☒ (1) Residents who live and/or work in the jurisdiction (2 points)
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other: (1) Eligible Status (2 point)
  (1) Elderly (2 point)
  (1) Non-elderly disabled (5 points)

4. Among those on the waiting list with equal preference status, how are applicants chosen (select one)?
- ☒ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA employs or plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one):
- ☒ This preference has previously been reviewed and approved by HUD.
- ☐ The PHA requests approval for this preference through this PHA Plan.

6. Relationship of preferences to income targeting requirements (select one):
- ☐ The PHA applies preferences within income tiers.
- ☒ Not applicable: The pool of applicant families ensures that the PHA will meet income targeting requirements.

(5) 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 (select all that apply):

☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials
☒ Other (list below):
Bristol Community Organization, City of Bristol Community Services, HUD, City Hall, Area Shelters, Area Service Providers Meetings, Wheeler Clinic, Salvation Army, Home Ownership Classes

b. How does the PHA announce the availability of any special-purpose Section 8 programs to the public?

☒ Through published notices
☐ Other (list below):

4. PHA Rent Determination Policies

A. Public Housing

The PHA's Admissions & Continued Occupancy Policy (ACOP) has recently been revised and approved by the Board of Commissioners. The Admissions & Continued Occupancy Policy is being submitted as part of the Agency Plan to HUD.

Relevant portions of the revisions to the ACOP are attached in this component of the Annual Plan.

(1) Income-Based Rent Policies

a. Use of discretionary policies (select one):

☐ The PHA will not employ any discretionary rent-setting policies for income-based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2).)

—or—

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

b. Minimum rent

1. Which of the following amounts best reflects the PHA's minimum rent (select one)?

☐ $0
☐ $1–$25
☒ $26–$50

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

3. If the answer to question 2 is yes, list these policies below:

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

The Housing Authority of the City of Bristol will notify all families at time of lease-up of their right to request a minimum rent hardship exemption.

The Housing Services Staff will document in the family's file that the family has been notified of their right to request a minimum rent hardship exemption.

All requests for minimum rent exemption must be in writing.

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

c. Rents set at less than 30% of 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 the answer to 1 is yes, list the amounts or percentages and the circumstances under which these will be charged 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
- ☒ For increases in earned income
- ☒ Fixed amount (other than general rent-setting policy)
  If selected, state amount/s and circumstances below:

- ☐ Fixed percentage (other than general rent-setting policy)
  If selected, state percentage/s and circumstances below:

- ☐ For household heads
- ☐ For other family members
- ☐ For transportation expenses
- ☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
- ☐ Other (describe below):

e. Ceiling rents

1. Do you have ceiling rents (i.e., rents set at a level lower than 30% of adjusted income) (select one)?
   - ☐ Yes for all developments
   - ☐ Yes, but only for some developments
   - ☒ No

2. For which kinds of developments are ceiling rents in place (select all that apply):
   - ☐ All developments
   - ☐ All general occupancy developments (not elderly or disabled or elderly only)
   - ☐ Specified general occupancy developments
   - ☐ Certain parts of developments (e.g., the high-rise portion)
   - ☐ Certain size units (e.g., larger bedroom sizes)
   - ☐ Other (list below):

3. Which of the following best describe how you arrive at ceiling rents (select all that apply):
   - ☐ Market comparability study
   - ☐ Fair market rents (FMR)
   - ☐ 95th percentile rents
   - ☐ 75% of operating costs
   - ☐ 100% of operating costs for general occupancy (family) developments
   - ☐ Operating costs plus debt service
   - ☐ The "rental value" of the unit
   - ☐ Other (list below):

f. Rent redeterminations

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

- ☐ Never
- ☐ At the family's option
- ☐ Any time the family experiences an income increase
- ☒ Any time a family experiences an income increase above a threshold amount or percentage (specify threshold): 10% (State properties)
- ☒ Other (list below):

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and re-verify, using the same procedures the PHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

If the tenant rent decreases and the tenant reported the change within a month prior to the annul recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification, the change will be treated as interim. The change will be effective the first of the following month that the family reported the change. If necessary, the PHA will run another HUD 50058 as an annual recertification.

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts (ISAs) for residents 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

In setting the market-based flat rents, what sources of information did the PHA use to establish comparability (select all that apply):
☒ Section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☐ Other (list/describe below):

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

a. What is the PHA's payment standard (select the category that best describes your standard)?
☐ At or above 90% but below 100% of FMR
☐ 100% of FMR
☒ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (If HUD approved, describe circumstances below.)

b. If the payment standard is lower than FMR, why has the PHA selected this standard (select all that apply):
☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area.
☐ The PHA has chosen to serve additional families by lowering the payment standard.
☐ The standard reflects market or sub-market.
☐ Other (list below):

c. If the payment standard is higher than FMR, why has the PHA chosen this level (select all that apply):
☒ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area.
☒ The standard reflects market or sub-market.
☒ The PHA aims to increase housing options for families.
☐ Other (list below):

d. How often are payment standards reevaluated for adequacy (select one)?
☒ Annually
☐ Other (list below):

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard (select all that apply):
☒ Success rates of assisted families
☒ Rent burdens of assisted families
☐ Other (list below):

(2) Minimum Rent

a. Which amount best reflects the PHA's minimum rent (select one)?
☐ $0
☐ $1–$25
☒ $26–$50

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?
If yes, list below:

5. Operations and Management

A. PHA Management Structure

☒ An organization chart showing the PHA's management structure and organization is attached.
☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

Program Name	**Units or Families Served at Year Beginning**	**Expected Turnover**
Public Housing	**541**	**75**
Section 8 Vouchers	674	92
Section 8 Certificates	0	
Section 8 Mod Rehab	0	
Special-Purpose Section 8 Certificates/Vouchers (list individually):	0	

Public Housing Drug Elimination Program (PHDEP)	N/A	
Other Federal Programs (list individually):		

C. Management and Maintenance Policies

1. Public Housing Maintenance and Management:
   a. Housing Authority of the City of Bristol – Maintenance Operations Manual
   b. Procurement Policy
   c. Personnel Policy includes Travel Policy and Sexual Harassment Policy
   d. Admissions and Continued Occupancy Policy, including Pet Policy and Reasonable Accommodation and Reasonable Accommodation Assistance Animal Policy (ACOP)
   e. Capitalization Policy
   f. Fence Policy
   g. Pool Policy
   h. One Strike You're Out Policy
   i. Investment Policy
   j. Funds Transfer Policy
   k. Check Signing Policy
   l. Criminal Drug Treatment and Registered Sex Offenders: Classification Records Management Policy
   m. Drug Free Workplace Policy
   n. Facilities Use Policy
   o. Disposition Policy
   p. Ethics Policy
   q. Hazardous Materials Policy
   r. Natural Disaster Response Guidelines
   s. Resident Handbooks
   t. Exterior Decoration Policy
   u. Security Policy
   v. Fraternization Policy
   w. Satellite Dish Installation Policy
   x. Vehicle Policy
   y. **Community Room Policy**

2. Section 8 Management (list below):
   a. Section 8 Administrative Plan

6. PHA Grievance Procedures (24CFR Part 966 Sub Part B)

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?
   If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process (select all that apply):
   ☒ PHA main administrative office
   ☒ PHA development management offices CT023000001P, CT023000002P, and CT023000003P
   ☐ Other:

A. COMPLAINTS

The PHA will respond promptly to all complaints.

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in 24CFR 966.54 as a condition proceeding to a hearing under this section; provided, that if the complainant shall show good cause why he failed to proceed in accordance with 24CRF 966.54 to the hearing officer or the hearing panel, the provision of this subsection may be waived by the hearing officer or hearing panel.

Before a hearing is scheduled in any grievance involving the amount of rent that the PHA claims is due the family must pay an escrow deposit to the PHA. When a family is required to make an escrow deposit, the amount is the amount of rent the PHA states is due and payable as of the 1st of the month preceding the month in which the families act or failure to act took place. After the first deposit, the family must deposit the same

amount monthly until the families complaint is resolved by decision of the hearing officer or hearing panel. Unless the PHA waives the requirements, the families' failure to make the escrow deposit will terminate the grievance procedure. A families failure to pay the escrow deposit does not waive the families right to contest in any appropriate judicial proceeding the PHA's disposition of the grievance. Refer to 24CFR Part 966 Sub Part B 5.615 and 5.630. (Financial Hardship Extension from minimum rent requirement and defect of welfare benefit reduction in calculation in family income)

Each complaint regarding physical condition of the units may be reported by phone to the Maintenance Department. Anonymous complaints are checked whenever possible. The PHA does not require that complaints be put in writing.

Complaints from Families

If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Executive Director**.** Complaints regarding physical condition of the units may be reported by phone to the Property Manager or Housing Coordinator.

Complaints from Staff

If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Property Manager.

Complaints from the General Public

Complaints or referrals from persons in the community in regard to the PHA or a family will be referred to the Executive Director.

Anonymous complaints will be checked whenever possible.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the PHA within 30 working days from the date of the notification of their ineligibility. If the complainant doesn't request a hearing in accordance with this paragraph, then the PHA's position of the grievance shall become final; provided that failure to request a hearing shall not constitute a waiver by the complainant of his/her right thereafter to contest the PHA's action in disposing of the compliant and appropriate judicial proceedings.

If the applicant requests an informal hearing, the PHA will provide an informal hearing within 15 working days of receiving the request. The PHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing tenants do not apply to PHA determinations that affect applicants.

Procedures Governing the hearing (24CFR 966.56):

The hearing shall be held before a hearing officer or hearing panel, as appropriate.

The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the grievance hearing any PHA documents, including records and regulations, that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

2. The right to be represented by counsel or other person chosen as the tenant's representative, and to have such person make statements on the tenant's behalf.

3. The right to a private hearing unless the complainant requests a public hearing.

4. The right to present evidence and arguments n support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA project management relies on

5. A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five business days or make a determination that the party has waived his right to a hearing. Both the complainant and the PHA shall be notified of the determination by the hearing officer or panel: provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance is an appropriate judicial proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer or panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or panel shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a cop y of such transcript.

Accommodations of persons with disabilities: The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required under this subpart must be in an accessible format.

Decision of the hearing officer or hearing panel: (24CFR 966.57)

The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the PHA. The PHA shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the hearing officer or panel.

The decision of the hearing office or panel shall be binding on the PHA which shall take all actions, or retrain from any actions, necessary to carry out the decision unless the PHA Board of Commissioners determines within a reasonable time, and promptly notified the complainant of its determination.

The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.

The decision of the hearing officer or panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA.

A decision by the hearing officer or panel or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant ma have to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

C. <u>APPEALS BY TENANTS</u>

Grievances or appeals concerning the obligations of the tenant or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

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 PHA hearing is pending but assistance to an applicant may be delayed pending the PHA 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 PHA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA 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 the "Grievance Procedures" section herein 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 PHA 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 PHA 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.

E. GRIEVANCE PROCEDURES

Definitions

"Grievance". Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare, or status, including disputes over refusals to renew the public housing lease due to lack of compliance with the community service requirement, and disputes over the PHA's refusal to lower rent payment after welfare assistance payments are reduced due to fraud or non-compliance with the welfare program.

"Complainant". Any tenant whose grievance is presented to the PHA or at the site/management office informally or as part of the informal hearing process.

"Hearing Officer/Hearing Panel". A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

"Tenant". A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the PHA.

"Elements of Due Process". An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- Opportunity for the tenant to examine all relevant documents, records, and regulations of the PHA prior to the trial for the purpose of preparing a defense;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
- A decision on the merits of the case.

Applicability for Due Process States
INSTRUCTION: *This provision is applicable in "due process" States only.*

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees, or

Any violent or drug-related criminal activity *on* or *off* such premises.

Pre-Hearing Procedures

Informal Conference Procedures

Any grievance shall be presented orally or in writing to the PHA office or to the housing management office who sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented not past the first working day after the 60th days of the action or failure to act which is the basis for the grievance. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

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

Within five working days, a summary of this discussion will be given to the complainant by a PHA representative. One copy will be filed in the tenant's file.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within 10 working days of the date of the summary of the informal meeting.

The request for a hearing must be presented to the PHA's central office legal department.

The request must specify the reason for the grievance request and the relief sought.

Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within 10 working days, s/he waives his/her right to a hearing, and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household or other adult household member must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 24 hours in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the complainant waives their right to a hearing.

The PHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The PHA must be notified within 48 hours of the scheduled time if special accommodations are required.

Selection of Hearing Officer

A grievance hearing shall be conducted by an impartial person or persons appointed by the PHA other than the person who made or approved the PHA action under review, or a subordinate of such person.

Procedures to Obtain a Hearing

Informal Prerequisite

All grievances must be informally presented as a prerequisite to a formal hearing.

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

Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the PHA claims is due, the complainant shall pay to the PHA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

The PHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

Scheduling

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the hearing officer promptly within 10 working days at a time and place reasonably convenient to the complainant and the PHA.

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

Hearing Procedures

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of the PHA that are relevant to the hearing with at least a 24 hour notice to the legal department prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the PHA at the hearing.

The PHA shall also have the opportunity to examine and to copy at the expense of the PHA all documents, records and statements that the family plans to submit during the hearing to refute the PHA's inaction or proposed action. Any documents not so made available to the PHA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the PHA , and to confront and cross-examine all witnesses upon whose testimony or information the PHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or PHA fails to appear at the scheduled hearing, the hearing officer may:

postpone the hearing for a period not to exceed 10 days.

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

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.

The hearing shall be conducted by the hearing officer as follows:

Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

Formal: The hearing officer shall require the PHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The PHA arranges, in advance, in writing, for a transcript or audiotape of the hearing. Any interested party may purchase a copy of such transcript.

Decisions of the Hearing Officer

The hearing officer shall give the PHA and the complainant a written decision, including the reasons for the decision, within 10 working days following the hearing. The PHA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer shall be binding on the PHA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within 10 working days prior to the next Board meeting. The PHA Commissioners' decision will be mailed to the complainant with 10 working days following the Board meeting, and so notifies the complainant that:

The grievance does not concern the PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations which adversely affect the complainant's rights, duties, welfare or status;

The decision of the panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.

A decision by the hearing officer or PHA Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

Housing Authority Eviction Actions

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a PHA notice of termination of tenancy, and the hearing officer upholds the PHA action, the PHA shall not commence an eviction action until it has served a notice to vacate on the tenant.

In no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

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?
If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes (select all that apply):
☒ PHA main administrative office
☐ Other (list below):

A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of the PHA or owner.

Complaints from families will be referred to Director of Operations.

Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family.

Complaints from owners will be referred to Director of Operations.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules.

Complaints from staff will be referred to Director of Operations.

Complaints from the general public: Complaints or referrals from persons in the community in regard to the PHA, a family or an owner.

Complaints from the general public will be referred to Director of Operations.

The PHA hearing procedures will be provided to families in the briefing packet.

B. PREFERENCE DENIALS [24 CFR 5.415]

When the PHA 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 PHA staff to discuss the reasons for the denial and to dispute the PHA's decision.

The person who conducts the meeting must be:

Any officer or employee of the PHA except the person who made or approved the decision or a subordinate of those persons.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

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 citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the PHA 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.

The PHA must provide applicants with the opportunity for an Informal Review of decisions denying:

Qualification for preference

Listing on the PHA's waiting list

Issuance of a Certificate or Voucher

Participation in the program

Informal Reviews are not required for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by the PHA

General policy issues or class grievances

A determination of the family unit size under the PHA subsidy standards

Refusal to extend or suspend a Certificate or Voucher

Disapproval of lease

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 60 days from the date of the PHA'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 Executive Assistant level or above

The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA 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 PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the PHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the PHA'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 PHA's Hearing Procedures

The PHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following PHA 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 PHA subsidy standards
- Determination that Certificate program family is under-occupied in their current unit and a request for exception is denied
- 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.
- Determination to pay an owner claim for damages, unpaid rent or vacancy loss.

The PHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a certificate or voucher term
- A PHA determination not to approve a unit or lease
- A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)
- A PHA determination that the unit is not in accordance with HQS because of the family size
- A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the PHA'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 PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within 10 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 PHA upon which the PHA 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 2 days before the hearing date.
- A notice to the family that the PHA 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 2 days before the hearing date.

The PHA'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 a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within 24 hours, excluding weekends and holidays. The PHA 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 PHA's determination;
- Examine the documents in the file which are the basis for the PHA'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 PHA 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 PHA will make the copies for the family and assess a charge of $.50 per copy. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained herein, the PHA 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 PHA who is neither the person who made or approved the decision, nor a subordinate of that person. The PHA appoints hearing officers who:

- 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 Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

- The Hearing Officer will determine whether the action, inaction or decision of the PHA 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 PHA 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 PHA is not bound by hearing decisions:

- Which concern matters in which the PHA is not required to provide an opportunity for a hearing;

- Which conflict with or contradict 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 PHA is not bound by the Hearing Officer's determination within 10 days. The letter shall include the PHA'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 PHA hearing is pending but assistance to an applicant may be delayed pending the PHA 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 PHA 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 PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA 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 section D 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 PHA 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 PHA 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

7. Capital Improvement Needs

A. Capital Fund Activities

PHA Plan
Table Library

Component 7
Capital Fund Program Annual Statement
Parts I, II, and II

(1) Capital Fund Program Annual Statement

Select one:

☒ **The Capital Fund Program Annual Statement is attached to the PHA Plan as Attachment (G)**

—and—

☐ The Capital Fund Program Annual Statement is provided below.

(2) 5-Year Action Plan

Select one:

☒ **The Capital Fund Program 5-Year Action Plan including Stimulus Grant is attached to the PHA Plan as Attachment: (H)**

—and—

☐ **The Capital Fund Program 5-Year Action Plan is provided below.**

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

1. ☐ Yes ☒ No: Has the PHA received a HOPE VI revitalization grant?
If no, skip to question c. If yes, provide responses to question b for each grant, copying and completing as many times as necessary.

2. Status of HOPE VI revitalization grant (complete one set of questions for each grant):
   a. Development name:
   b. Development (project) number:
   c. Status of grant (select the statement that best describes the current status):
      ☒ Revitalization Plan under development
      ☐ Revitalization Plan submitted, pending approval
      ☐ Revitalization Plan approved
      ☐ Activities pursuant to an approved Revitalization Plan underway

3. ☒ Yes ☐ No: Does the PHA plan to apply for a HOPE VI revitalization grant in the plan year?
If yes, list development name/s below:

4. ☒ Yes ☐ No: Will the PHA be engaging in any mixed-finance development activities for public housing in the plan year?
If yes, list developments or activities below:
   1. The PHA is working on the revitalization of Cambridge Park. With this in mind we plan to hold informational Meetings with Residents, Neighborhoods, City Officials and other City Agencies to get their feedback and also to gain their support for this project.
   2. Request relocation vouchers for five families living at Beech Street and Marconi Avenue properties. SAC approved the disposition of these properties.
   3. The PHA plans to complete the sale of these properties and utilize the proceeds to assist with the revitalization project at Cambridge Park.
   4. The PHA plans to complete a HOPE VI or similar application.

5. ☐ Yes ☒ No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

The PHA has hired a consultant to explore the possibility of disposing of two of the Authorities three Scattered Sites. If it is found to be feasible a disposition application will be prepare a submitted to SAC for consideration and approval. It is The Housing Authority of the City of Bristol intent to offer purchase of these properties to residents at each site. We have conducted an informal hearing with residents from each site who have shown interest in becoming homeowners. We have also reviewed this item with our Resident Advisory Board (RAB). Remaining residents ill be offered Section 8 vouchers so that they have the option to remain at their present location or relocate.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to Section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year?
If no, skip to component 9. If yes, complete one activity description for each development.

2. Activity Description

☐ Yes ☒ No: Has the PHA provided the activities description information in the optional Public Housing Asset Management Table?
If yes, skip to component 9. If no, complete the Activity Description table below.

Demolition/Disposition Activity Description	
1a.	Development name: Scattered Sites and Hillcrest Apartments
1b.	Development (project) number: CT26PO23015 and CT26P023012,
2.	Activity type: ☐ Demolition ☒ Disposition
3.	Application status (select one): ☐ Approved ☐ Submitted, pending approval ☒ Planned application
4.	Date application approved, submitted, or planned for submission: Approval for Beech St & Marconi 2/12/010 Planned 9/1/2011
5.	Number of units affected: 13
6.	Coverage of action (select one): ☒ Part of the development 70-72 Beech St. and 130 Marconi Ave. units A,B,C, 268-270 West Street and the Hillcrest Apts. ☐ Total development
7.	Timeline for activity: a. Actual or projected start date of activity: 03/01/10 b. Projected end date of activity: 03/30/14

Conversion Narrative for Agency Plan:

The Housing Authority of the City of Bristol plans no conversion activities for Fiscal Year 2011/2012.

Demolition Narrative for Agency Plan:

The Housing Authority of the City of Bristol is continuing to carry for the next five years a program of selective demolition to decrease the density of the Cambridge Park Development. The Housing Authority of the City of Bristol does not expect expenditures in this area for Fiscal Year 2012/2013. The program is designed to:

- Increase BHA's ability and effectiveness in enforcing security measures to reduce crime.
- Increase the marketability of the housing units in this community thus reducing vacancy losses.
- Increase neighborhood involvement will enhance resident participation in tenant orientated programs further reducing crime in the community.
- Increase open space for playgrounds and sports areas to expand organized children's and youth activities by the Bristol Boys and Girls Club satellite facility at Cambridge Park.
- Reduce the impact on neighborhood schools.
- Timetable for submission of application is dependent upon future funding under the Capital Fund program and/or other financial resources.

Together with the unit renovation program presently underway, BHA believes this demolition program to be an integral part of revitalizing this community, changing the public housing image for today and many years to come in this development.

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

1. ☒ Yes ☐ No: Has the PHA designated, has it applied for approval to designate, or does it plan in the upcoming fiscal year to apply for approval to designate any public housing for occupancy by elderly families only, by families with disabilities only, or by elderly families and families with disabilities as provided by Section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e)?
If no, skip to component 10. If yes, complete one activity description for each development. (PHAs eligible to complete a streamlined submission may skip to component 10.)

2. Activity description

☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table?
If yes, skip to component 10. If no, complete the activity description table below.

Designation of Public Housing Activity Description	
1a.	Development name: Gaylord Towers
1b.	Development (project) number: CT023000003P
2.	Designation type: ☒ Occupancy by elderly families only ☐ Occupancy by families with disabilities only ☐ Occupancy by elderly families and families with disabilities
3.	Application status (select one): ☒ Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application
4.	Date this designation planned for submission:
5.	If approved, this designation will constitute a (select one): ☒ New Designation Plan ☐ Revision of a previously-approved Designation Plan
6.	Number of units affected: 120
7.	Coverage of action (select one): ☐ Part of the development ☒ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

A. Assessments of Reasonable Revitalization Pursuant to Section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under Section 202 of the HUD FY 1996 HUD Appropriations Act?
If no, skip to component 11. If yes, complete one activity description for each identified development.
(PHA's eligible to complete a streamlined submission may skip to component 11.)

2. Activity description
☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table?
If yes, skip to component 11. If no, complete the activity description table below.

Conversion of Public Housing Activity Description	
1a.	Development name: Cambridge Park (Part of the Project)
1b.	Development (project) number:
2.	What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (If selected, proceed to next question.) ☒ Other (explain below): Initial Plans are underway
3.	☐ Yes ☐ No: Is a Conversion Plan required? If yes, go to block 4. If no, go to block 5.
4.	Status of Conversion Plan (select the statement that best describes the current status): ☒ Conversion Plan in development ☐ Conversion Plan submitted to HUD on (dd/mm/yyyy): ☐ Conversion Plan approved by HUD on (dd/mm/yyyy): ☐ Activities pursuant to HUD-approved Conversion Plan underway

5.	Description of how requirements of Section 202 are being satisfied by means other than conversion (select one): ☐ Units addressed in a pending or approved demolition application (date submitted or approved): ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved): ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved): ☐ Requirements no longer applicable: Vacancy rates are less than 10%. ☐ Requirements no longer applicable: Site now has less than 300 units. ☒ Other (describe below): Initial planning

11. Homeownership Programs Administered by the PHA

A. Public Housing

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs under an approved Section 5(h) homeownership program (42 U.S.C. 1437c(h)) or an approved HOPE I program (42 U.S.C. 1437aaa), or has the PHA applied or does it plan to apply to administer any homeownership programs under Section 5(h), the HOPE I program, or Section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4)?
If no, skip to sub-component 11B. If yes, complete one activity description for each applicable program/plan. (Small and high-performing PHA's eligible to complete a streamlined submission may skip to sub-component 11B.)

2. Activity description
☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table?
If yes, skip to component 12. If no, complete the activity description table below.

Public Housing Homeownership Activity Description	
1a.	Development name:
1b.	Development (project) number:
2.	Federal program authority: ☐ HOPE I ☐ Section 5(h) ☐ Turnkey III ☐ Section 32 of the U.S. Housing Act of 1937 (effective 10/1/99)
3.	Application status (select one): ☐ Approved, included in the PHA's homeownership plan/program ☐ Submitted, pending approval ☐ Planned application
4.	Date homeownership plan/program approved, submitted, or planned for submission (dd/mm/yyyy):
5.	Number of units affected:
6.	Coverage of action (select one): ☐ Part of the development ☐ Total development

B. Section 8 Tenant-Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 homeownership program pursuant to Section 8(y) of the U.S. Housing Act of 1937, as implemented by 24 CFR part 982?
If no, skip to component 12. If yes, provide responses to question 2 for each program, copying and completing as many times as necessary. (High-performing PHA's eligible to complete a streamlined submission may skip to component 12.)

The PHA will offer homeownership assistance as follows:

- On a first come first-serve basis
- To a certain number of families
- To families participating in Homeownership and Housing Counseling and Family Self-Sufficiency initiatives (such as FSS)

The PHA will discuss the homeownership assistance program at all briefings.

Use of Assistance for Homeownership

The PHA will provide homeownership assistance on behalf of an eligible family for an eligible family to purchases a dwelling unit that will be owned by one or more members of the family, and will be occupied by the family, if the family:

- Is a first-time homeowner, or owns or is acquiring shares in a cooperative;

- Demonstrates that the family has income from employment or other resources (other than public assistance, except in the case of an elderly family or a disabled family);
- Except as provided by HUD, demonstrates at the time the family initially receives tenant-based assistance that one or more adult members of the family have achieved employment for one year;
- Participates in a Homeownership and Housing Counseling program or Family Self-Sufficiency program;
- Meets any other initial or continuing requirements established by the PHA in this policy;
- Demonstrates that there is sufficient monthly income to meet the PHA's minimum income standard; and
- Demonstrates that the head or spouse is currently employed and has been continuously employed for one year prior to homeownership assistance (excludes elderly and disabled persons)

Determination of Amount of Assistance

The amount of the monthly homeownership assistance payments shall be the lesser of:

- The payment standard minus the Total Tenant Payment, or
- The family's monthly homeownership expenses minus the Total Tenant Payment

When the amount of the family's monthly homeownership expenses do not exceed the payment standard for the family unit size in accordance with the PHA's subsidy standards, the monthly homeownership assistance payment shall be the amount by which the homeownership expenses exceed the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the monthly adjusted income of the family,
- 10 percent of the monthly income of the family,
- The welfare rent in as-paid states.

If the monthly homeownership expenses exceed the payment standard, the monthly homeownership assistance payment shall be the current Housing Choice Voucher Payment Standard minus the Total Tenant Payment (TTP).

Inapplicability of Certain Provisions

Assistance under this subsection shall not be subject to the requirements of the following program requirements:

- Annual inspections;
- Lease provisions of one year or the term of such contract, whichever is shorter;
- Any other provisions of Section 8 Tenant-Based Assistance governing maximum amounts payable to owners and amounts payable by assisted families;
- Any other provisions of Section 8 Tenant-Based Assistance concerning contracts between PHA's and owners;
- Any other provisions of the Act which are inconsistent with the provisions of the Homeownership section.

Definition of First-Time Homebuyer

A family, no member of which has had a present ownership interest in a principal residence during the 3 years preceding the date on which the family initially receives assistance for homeownership under this subsection; and

Any other family, as HUD may prescribe

Homeownership Counseling Program

Training is an important component of the homeownership program process. In order for the family to succeed in the selection and purchase of a home, training and counseling all aspects of homeownership will be required. The training and counseling will be provided by:

- PHA staff
- Consultants
- Local training organizations
- Educational institutions
- Other: Lenders

A training program tailored for the needs of the groups to be trained will be developed. The training plan will also identify the trainers to be used, the resources required to support the training, and a plan for acquiring these resources.

Since the persons involved in the training will have varied educational backgrounds and work experiences, it will be important that the training materials be in a format that is easily understood and which allow for practical application of the lessons taught. It is expected that the training methods will include text, lecture, audio/visual presentations, group exercises, individual case studies, homework assignments and comprehension tests.

Content of the Home Buyers' Education and Counseling Program

All families will be required to participate in and complete the following counseling and training programs as a condition of homeownership participation:

- Home Maintenance, which may include homeowner's insurance(s) and homeowner's warranties
- Budgeting and money management, which may include household expenses, debt analysis and tax planning
- Credit counseling
- Negotiating a purchase price
- Applying for a mortgage loan, including preparing for "the closing"
- Sources of financing
- Traditional and alternative financing options
- Types of Mortgages and Terms
- Loan pre-approval
- How to select a home (location), including inspecting a home and alternative Housing "types": *condominiums, housing co-ops,*
- Advantages and drawbacks to Homeownership
- Advantages of purchasing outside low-income areas
- Role/importance of *mortgage insurance*
- Life as a Homeowner!

Deadline for purchasing a home

The family will have the following deadline to locate, finance, and purchase a home after completion of a Homeownership and Housing Counseling or FSS Program:

- One year

If the family does not find a home within this period, the PHA will:

- Issue the family a housing choice voucher

Inspections

The home selected by the family must pass two inspections:

- An inspection by the PHA, using HQS standards
- An inspection by an independent professional inspector hired and paid for by the family

This independent inspection must cover the major building systems and components:

- foundation and structure
- housing interior and exterior
- roofing, plumbing, electrical and heating systems

The PHA will establish standards for the qualification of inspectors selected by the family as follows**:**

- certified by American Society of Home inspectors.

Independent inspectors must provide the PHA with a copy of the inspection report, and the PHA reserves the right to disapprove the unit on the basis of the report.

Contract of Sale Inspection Provision

The contract for the inspection must include the following provisions:

- The family must arrange the pre-purchase inspection.
- The family is not obligated to purchase the home unless the inspection is satisfactory to the family.
- The buyer is not obligated to pay for pre-purchase repairs

Financing

The family must secure their own financing provided that all regular lender underwriting and property inspection requirements apply.

The PHA will prohibit the following types of financing:

- Variable interest rate loans

Homeownership assistance will be provided monthly after closing to assist the family to meet mortgage payments and homeownership expenses. Examples of homeownership expenses are:

- Principal and interest
- Mortgage insurance premiums
- Taxes and insurance

- PHA allowance for utilities (the PHA will use its voucher program utility allowance schedule)
- PHA allowance for routine maintenance costs
- PHA allowance for major repairs and replacements
- Principal and interest on debt for improvements

PHA allowances for maintenance and major repairs will not be based on the condition of the home. They will be based on information obtained from realtors and homeownership counseling agencies.

All families who participate in the homeownership program must execute a Statement of Homeowner Obligations with the PHA.

SECTION 8 HOMEOWNERSHIP PROGRAM DESCRIPTION

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family.

The PHA 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.

The PHA may make homeownership available to all who qualify, or restrict homeownership to families or purposes defined by the PHA. The PHA may also limit the number of families assisted with homeownership.

The PHA will offer the homeownership option to all applicant and participant families who meet the eligibility requirements listed below.

The PHA will offer the homeownership option only to participating families who:

- Are currently enrolled in the Family Self-Sufficiency (FSS) Program and in compliance with the FSS contract, or
- Are graduates of a PHA's Family Self-Sufficiency FSS program or similar type program, or
- Are graduates of a Homeownership and Housing Counseling program, or
- Are currently enrolled in a Individual Development Account (IDA) program.

The PHA will offer the homeownership option to applicant families who:

Are currently enrolled and participating in a self-sufficiency program operated by a Federal, State or local agency.

Contain at least 1 adult family member who has been fully employed for at least one (1) year.

The PHA will limit homeownership to a maximum of 3 families at any given time.

Eligibility Requirements

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

The family must be eligible for the Housing Choice Voucher program.

The family must qualify as a first-time homeowner, or may be a co-operative member.

The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. Unless the family is elderly or disabled, income from welfare assistance will not be counted toward this requirement.

The family must meet the Federal minimum employment requirement.

At least one adult family member who will own the home must be currently employed full time and must have been continuously employed for one year prior to homeownership assistance.

HUD regulations define "full time employment" as not less than an average of 30 hours per week.

A family member will be considered to have been continuously employed even if that family member has experienced a break in employment, provided that the break in employment:

- did not exceed 30 calendar days; and
- did not occur within the 9 month period immediately prior to the family's request to utilize the homeownership option; and
- has been the only break in employment within the past 12 calendar months.

The Federal minimum employment requirement does not apply to elderly or disabled families.

Any family member who has previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.

The PHA will impose the following additional initial requirements:

- The family has had no family-caused violations of HUD's Housing Quality standards within the last 3 year time period.
- The family is not within the initial 1-year period of a HAP Contract.
- The family does not owe money to the PHA.
- The family has not committed any serious or repeated violations of a PHA-assisted lease within the past 3 year time period.
- Clean Criminal History for last three years.

Homeownership Counseling Requirements

When the family has been determined eligible, they must attend and complete homeownership counseling sessions. These counseling sessions will conduct by HUD-approved housing counseling agency or CHFA approved counseling. Such counseling shall be consistent with HUD-approved housing counseling.

The following topics will be included in the homeownership counseling sessions:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information about RESPA, state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions;

Eligible Units

The unit must meet all of the following requirements:

The unit must meet HUD's "Eligible Housing" requirements. The unit may be any of the following:

- The unit was already existing or under construction at the time the family was determined eligible for homeownership assistance.
- The unit is a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit has been inspected by the PHA and by an independent inspector designated by the family.
- The unit meets HUD Housing Quality Standards.

Ineligible Units

The unit may ***not*** be any of the following:

- A public housing or Indian housing unit;
- A unit receiving Section 8 project-based assistance;
- A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
- A college or other school dormitory;
- On the grounds of penal, reformatory, medical, mental, or similar public or private institutions;
- A unit occupied by its owner or by a person with any interest in the unit.

The PHA must not approve the seller of the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

PHA Search and Purchase Requirements

The PHA has established the maximum time that will be allowed for a family to locate and purchase a home.

The family's deadline date for locating a home to purchase will be 12 months from the date the family's eligibility for the homeownership option is determined.

The family must obtain financing for the home within 2 months of locating a home to purchase.

The family must purchase the home within 2 months of locating financing to purchase a home.

The PHA will require periodic reports on the family's progress in finding and purchasing a home. Such reports will be provided by the family at intervals of 30 days.

If the family is unable to purchase a home within the maximum time limit, the PHA will issue the family a voucher to lease a unit.

Inspection and Contract

The unit must meet Housing Quality Standards, and must also be inspected by an independent professional inspector selected and paid by the family.

The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

- Foundation and structure;
- Housing interior and exterior;
- Roofing;
- Plumbing**,** electrical and heating systems.

The independent inspector must not be a PHA employee or contractor. The PHA will not require the family to use an independent inspector selected by the PHA, but the PHA has established the following standards for qualification of inspectors selected by the family.

The PHA requires the following qualifications for independent inspectors: Certified Home Inspector.

Copies of the independent inspection report will be provided to the family and the PHA. Based on the information in this report, the family and the PHA will determine whether any pre-purchase repairs are necessary.

- The PHA may disapprove the unit for homeownership assistance because of information in the report.

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to the PHA. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home. The contract must also:

- Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory;
- Provide that the purchaser is not obligated to pay for necessary repairs; and
- Contain the seller's certification that he or she has not been debarred, suspended or subject to a limited denial of participation.

Financing

The family is responsible for securing financing. The PHA has established financing requirements, listed below, and may disapprove proposed financing if the PHA determines that the debt is unaffordable.

The PHA will prohibit the following forms of financing:

- balloon payment mortgages
- variable interest rate loans
- seller financing

The PHA will require a minimum cash down payment of 1% or subsidy depending on financing program, to be paid from the family's own resources.

The PHA will not impose a minimum initial equity requirement.

- **Underwriting Guidelines for Section 8 Housing Choice Voucher Mortgages**

  The PHA will review lender loan terms before authorizing homeownership assistance using the guidelines below. The review is intended as a check to disqualify financing terms unaffordable to the family.

  Income and Borrower Qualification Options

  Deduct Homeownership Assistance Payment (HAP) from PITI Option

  Under this option, the borrower's HAP is applied directly to the PITI, and the housing debt to income ratio is calculated on the net housing obligation of the borrower. When this option is used, it should be coupled with 1) ratios of 30/36 for all Section 8 mortgages using PITI reduction, regardless of the mortgage product chosen by the borrower, and 2) direct deposit of the monthly HAP payment into a dedicated, limited access account established by the lender and/or mortgage service.

  Two Mortgage Option

  The borrower is qualified for the first mortgage (PITI) using only earned income, and the HAP is used to pay the full principal and interest for a second mortgage. The term of the second mortgage is no longer than the maximum term allowed by HUD for Section 8 HAP payments (a 15 year mortgage with financing of 20 years or more and 10 years for financing less than 20 years). When this option is used, both mortgages should not exceed ratios of 30/36, and 2) direct deposit of the monthly HAP payment into a dedicated, limited access account established by the lender and/or mortgage service.

Continued Assistance

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to CFR 982.551 (h) and (i).
- The family must supply information to the PHA or HUD as specified in CFR 982.551(b). The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify the PHA before moving out of the home.
- The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family must attend and complete ongoing homeownership counseling.
- The home must pass a HUD Housing Quality Standards inspection yearly.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

Maximum Term of Homeownership Assistance

Except in the case of elderly or disabled families, the maximum term of Section 8 homeownership assistance is:

15 years, if the initial mortgage term is 20 years or longer, or

10 years in all other cases.

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced. However, such a family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable.

If the family receives homeownership assistance for different homes, or from different PHA's, the total is subject to the maximum term limitations.

Homeownership Assistance Payments and Homeownership Expenses

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher program.

The PHA will pay the homeownership assistance payment to a lender on behalf of the family.

Some homeownership expenses are allowances or standards determined by the PHA in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

Homeownership expenses include:

- Principal and interest on mortgage debt.
- Mortgage insurance premium.
- Taxes and insurance**.**
- The PHA utility allowance used for the voucher program.
- The PHA allowance for routine maintenance costs $25.00.
- The PHA allowance for major repairs and replacements $50.00.
- Principal and interest on debt for improvements.

If the home is a cooperative or condominium, expenses also include operating expenses or maintenance fees assessed by the homeowner association.

Portability

Subject to the restrictions on portability included in HUD regulations and in Chapter 13 of this plan, the family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families.

The receiving PHA may absorb the family into its voucher program, or bill the initial PHA. The receiving PHA arranges for housing counseling and the receiving PHA's homeownership policies apply.

Moving With Continued Assistance

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The PHA prohibits more than one move by the family during any one-year period.

The PHA will require the family to complete additional homeownership counseling prior to moving to a new unit with continued assistance under the homeownership option.

Denial or Termination of Assistance

Termination of homeownership assistance is governed by the policies for the Housing Choice Voucher program contained in chapter 15 of the Administrative Plan. However, the provisions of CFR 982.551 (c) through (j) are not applicable to homeownership.

The PHA will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

The PHA will permit such a family to move with continued voucher rental assistance. However, rental assistance will be denied if the family defaulted on an FHA-insured mortgage, and the family fails to demonstrate that:

- The family conveyed title to the home as required by HUD, and
- The family moved within the period required by HUD.

The PHA will terminate homeownership assistance if the family violates any of the family obligations contained in this section.

The PHA will terminate homeownership assistance if the family violates any of the following family obligations:

- Transfer or conveyance of ownership of the home;
- Providing requested information to the PHA or HUD;

- Notifying the PHA before moving out of the home;

Recapture of Homeownership Assistance [24 CFR 982.640] Deleted

Pilot Program for Homeownership Assistance for Disabled Families

The PHA has the option of offering assistance under the pilot program instead of, or in addition to, the homeownership assistance described in this section. Most of the regulations governing homeownership assistance apply to the pilot program.

Eligibility: the family must meet the definition of "disabled family." The family is not required to meet the low-income requirement, but annual income cannot exceed 99% of the area median. The family must not be a current homeowner and must close on the home within 3 years of July 23, 2001. The family need not meet the definition of "first-time homeowner."

Homeownership Assistance Payments: Payments are calculated as described in this section. A low-income family receives the full assistance payment. A family whose annual income is between 81% and 89% of area median receives 66% of the assistance payment. A family whose annual income is between 90% and 99% of area median receives 33% of the assistance payment. The PHA must make payments to the lender.

Mortgage Defaults: The PHA may permit the family to move with continued homeownership assistance if the default is due to catastrophic medical reasons or to the impact of a federally declared disaster.

The PHA will not offer homeownership assistance under the pilot program for disabled families.

To the extent applicable, the PHA's policies for homeownership assistance apply to families participating in the pilot program.

a. Size of program
☒ Yes ☐ No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above is yes, which statement best describes the number of participants (select one)?
☒ 25 or fewer
☐ 26–50
☐ 51–100
☐ More than 100

b. PHA-established eligibility criteria
☐ Yes ☒ No: Will the PHA's program have eligibility criteria for participation in its Section 8 homeownership option program in addition to HUD criteria?
If yes, list criteria below:

12. PHA Community Service and Self-Sufficiency Programs

A STATEMENT OF THE PHA's COMMUNITY SERVICE AND SELF-SUFFICIENCY PROGRAMS

The PHA is committed to assisting public housing and tenant-based families achieving economic and social self-sufficiency.

PHA PROGRAMS RELATING TO SERVICES AND AMENITIES COORDINATED, PROMOTED OR PROVIDED BY THE PHA

The PHA plans to offer the following programs, services and amenities:

- Computer Training
- College Fair
- After-school programs

For each program, service and amenity, the target assisted population(s) is/are:

- Assisted families under tenant-based assistance and public housing

Family Self-Sufficiency

The PHA administers a Family Self-Sufficiency Program for tenant-based assistance families.

Units Taken Off-line

The PHA has taken 4 units off-line in the following public housing developments for:

CT023000001P

- Learning center for adults and children
- The following training program for adults and youth:

  Computer Training, Homework Help, After-school care, leadership training, etc.

Section 3 Program

The PHA is complying with the requirements of Section 3 program in the following ways:

- PHA entry-level employment opportunities will give first priority to federal family members.
- All contractors are required to hire PHA residents if new staff is needed.

Homeownership

The PHA offers the homeownership programs described in component 11 of the PHA's Annual Plan.

Other Programs

The PHA plans to apply for the following HUD grants**:**

Economic Development and Supportive Services (EDSS)

This grant will assist both public housing and tenant-based assistance families' move from welfare to work.

Housing Choice Voucher FSS Program Coordinator Grant

Public Housing FSS Project Coordinator Grant

ROSS Grant (Resident Opportunities and Self Sufficient Grant)

The PHA encourages, assists and promotes the formation and active involvement of Resident Councils in its public housing developments.

The PHA currently has six Resident Councils at CT023000001P, CT023000002P, CT023000003P, HCV Program, Dutton Heights.

Resident Participation

The PHA's Resident Council(s) perform(s) the following functions:

- Serve on the Advisory Board for the PHA's Agency and Annual Plan
- Attend PHA Board of Commissioners Meetings
- Organize and coordinate the following activities:

  Identify volunteer opportunities for adult public housing residents

  Coordinate volunteer opportunities for adult public housing residents

  Other: Arrange training or service programs

Promoting Economic & Social Self-sufficiency

The PHA has developed programs, services and amenities through contract, collaboration, partnerships, cooperation with the following agencies to promote economic and social self-sufficiency**:**

- Bristol Community Services - Resident Service Coordinators and referral to services available.
- Bristol Community Organization – courses on budget management, Individual Development Account (IDA) Program, Eviction Prevention, Energy Assistance, etc.
- Community Colleges/ Host College Fairs
- Wheeler Clinic, Counseling Center
- Community Mental Health Affiliates, Inc./Next Step Initiative to assist the homeless
- Boys and Girls Club
- Continuum of Care
- RSVP Retired Senior Volunteer Program
- Federally Qualified Health Center Committee (FQHCC)
- United Way
- In addition, we also meet with the following agencies to exchange information available to better the quality of life for the residents of the community: Bristol Hospital, Department of Youth Services, Bristol School District, The Family Center South Side School, Bristol Police Department, Boy Scouts of America, Girl Scouts of America, Central CT Regional Planning Agency, Health Department, Bristol Adult Resource Center (B.A.R.C.), Salvation Army, The Family Service, Inc., City of Bristol Department of Aging, Families Helping Families, Catholic Family Services, Family Services of Central CT, Community Mental Health Affiliates, Inc., St. Vincent DePaul Society.

COMMUNITY SERVICE - PUBLIC HOUSING

Requirement

Each adult resident of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

Exemptions

The PHA shall provide an exemption from the community service requirement for any individual who:

- Is 62 years of age or older;
- Is a blind or disabled individual, as defined under section 216 (i)(1) or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual (disabled individuals will self-certify that they can or cannot perform community service activities);
- Is engaged in a work activity as defined in section 407(d) of the Social Security Act;
- Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

- Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

Definition of Economic Self-Sufficiency Program

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by one of the following:

- Participating in an educational or vocational training program designed to lead to employment, at least 30 hours per week;
- Improving the physical environment of the resident's development;
- Volunteer work in a local school, hospital, child care center, homeless shelter, or other community service organization;
- Working with youth organizations;
- Helping neighborhood groups on special projects;
- Participation in programs that develop and strengthen resident self-responsibility such as:
    - Drug and alcohol abuse counseling and treatment
    - Household budgeting
    - Credit counseling
    - English proficiency

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

PHA Responsibility

The PHA will ensure that all community service programs are accessible for persons with disabilities.

The PHA will ensure that:

- The conditions under which the work is to be performed are not hazardous;
- The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or
- The work is not otherwise unacceptable.

PHA Implementation of Community Service Requirement

The PHA will provide to residents a brochure of community service and volunteer opportunities available throughout the community.

The PHA will administer, monitor and evaluate the community service program. The PHA will consider qualified resident councils to the maximum extent feasible.

TREATMENT OF INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

Public Housing and Tenant-Based Assistance

The PHA will not decrease the family's share of the rent when there is a reduction in welfare benefits that is due to fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement.

This prohibition on reduction of assistance is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits, nor a situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has complied, but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two years in a five year period).

The PHA, after receiving a request for income reexamination and rent reduction predicated on a reduction in tenant income from welfare, will deny the request only after obtaining written verification from the welfare agency that the family's benefits have been reduced because of noncompliance with economic self-sufficiency program or work activities requirements or because of fraud.

The PHA will not establish any time limit on tenancy in a public housing dwelling unit or on receipt of Section 8 tenant-based assistance.

When revised MTCS specifications are issued, the PHA will record the actual change in income in the data system.

Families have been notified that they have the right to administrative review through the PHA's grievance procedures.

The PHA's Admissions & Continued Occupancy Policy/ public housing lease/ public housing grievance procedures/ Section 8 Administrative Plan/ Section 8 lease addendum/ Section 8 grievance procedures have been revised to comply with this requirement.

Verification

The PHA will verify inability to find employment by the following:

- Statement from employment agency, job counseling agency, career center, or other job placement agency that the family has sought but has been unable to obtain employment
- Verification that family has obtained services from employment agency, job counseling agency, career center, or other job placement agency

Coordination/Cooperation with Local Welfare Agencies

The PHA will execute a Cooperation Agreement/Memorandum of Understanding with local welfare agencies to ensure timely and accurate verification of noncompliance, welfare sanctions, and other relevant information.

When an assisted family informs the PHA that welfare assistance has been reduced, the PHA will forward a written verification, developed by the PHA**.**

ANNUAL DETERMINATIONS

Requirement

For each public housing resident subject to the requirement of community service, the PHA shall, 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

Noncompliance

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and:

- That the determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and
- That unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

- That the PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program or contributing to community service for as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

Ineligibility for Occupancy for Noncompliance: The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

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)?

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)
☐ Coordinating the provision of specific social and self-sufficiency services and programs to eligible families
☐ Jointly administering programs
☐ Partnering to administer a HUD Welfare-to-Work voucher program
☐ Jointly administering other demonstration program
☐ Other (describe):

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 (select all that apply):

☒ Public housing rent determination policies
☒ Public housing admissions policies
☒ Section 8 admissions policies
☒ Preference in admission to Section 8 for certain public housing families
☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☐ Preference/eligibility for Section 8 homeownership option participation
☒ Other policies (list below):
Residents who are required to perform Community Service Requirements are directed to participate in programs such as Foodshare, Bristol Boys & Girls Club activities, and encourage residents to become a Tenant Council member.

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 no, skip to sub-component (2), Family Self-Sufficiency Programs. If yes, complete the following table. (The position of the table may be altered to facilitate its use.)

Services and Programs				
Program name & Description (including location, if appropriate	Estimate size	Allocation Method (wait list/random, selection/specific, criteria other	Access (development office/PHA, main office/other provider	Eligibility (public housing or Section 8 participants or both
GED Classes	10	Unlimited size	BHA & Bristol Adult Education	Public Housing
ESL Classes	10	First come first serve	BHA & AARP, Catholic Charities	Public Housing
Financial Education	24	First come, first serve	BHA & CT Money School	Public Housing
Reading is Fun & Parent Education	50	Unlimited size	BHA & Various local agencies	Public Housing
Education Fair	10	Unlimited size	BHA & Area School/Colleges	Public Housing
Toddler Time	10	First come first serve	BHA & Project Interact(Birth to Three)	Public Housing
Employment Fair	5	Unlimited size	BHA & Dept of Labor, CT Works	Public Housing
Congregate Meals	20	Unlimited size	BHA & Meals on Wheels	Public Housing
Flu Clinic	40	Unlimited size	BHA & various local agencies	Public Housing
Health Care Education	30	Unlimited size	BHA & AARP, Catholic Charities	Public Housing

(2) Family Self-Sufficiency Program/s

a. Participation description

Self Sufficiency Programs		
Program	Required Number of Participants	Actual Number of Participants
Public Housing – 3 year Grant Resident Opportunity Self Sufficiency (ROSS)	50	
Section 8 Housing Choice Voucher/Family Self Sufficiency (HCV/FSS)	25	26

b. ☐ Yes ☒ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size? If no, list steps the PHA will take below:

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 training staff to carry out those policies
   - ☒ Informing residents of new policy on admission and reexamination
   - ☒ Actively notifying residents of new policy at times in addition to admission and reexamination

☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other (list below):

D. Reserved for Community Service Requirement Pursuant to Section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

PHA will need to develop and implement security and anti-crime measures, with no PHDEP Technical Assistance or PHDEP grant funds

Goals and Objectives

The goals and objectives of the PHA's Safety and Crime Prevention Plan are:

Examine the nature, frequency and severity of the overall safety, crime and drug problem in and around the PHA's public housing properties.

Conduct a resident survey of crime and safety issues.

Carefully analyze results of HUD's Resident Service and Satisfaction Survey.

Work with local law enforcement agencies to identify any gang involvement in and around the PHA's public housing properties and develop a gang abatement strategy.

Reduce crime in public housing developments to a level equal to or less than surrounding neighborhoods.

Work with law enforcement to develop a community policing program in and around the PHA's public housing properties.

Make physical improvements to enhance security. Resources to be applied include Capital Fund.

Provide job training to at least fifteen at-risk youth.

Provide after-school programs to at least thirty at-risk youth.

Identify security sources of funding for resident initiatives programs if available again.

The PHA plans to continue the following measures in order to ensure the continued safety of public housing residents:

Apply for Public Housing Drug Elimination Program grant funds, if available.

Apply for PHDEP Technical Assistance funds, if available.

The PHA shall involve resident in the identification of any potential or actual safety and security problems, the development of effective measures to prevent or resolve potential or actual problems, and feedback in monitoring effectiveness. The Director of Operations, Housing Services Supervisor and Director of Facilities Management shall be most directly involved in the area of security in public housing. Bonnie Acres, Bonnie Acres Extension, Cambridge Park, Gaylord Towers and JFKennedy Apartments.

The PHA shall complete all emergency work orders within 24 hours.

The PHA shall handle after-hour emergency calls by utilizing an answering service and ensuring that key maintenance staff is on call at all times.

The PHA shall visit each development at least daily in order to assess general condition of the development, including any potential safety and security problems, including ensuring that no drug or gang-related activity is occurring.

The PHA shall check to ensure that all smoke detectors are operable each time any maintenance or management staff enters a unit.

The PHA shall charge $15.00 for first, $30.00 for second and $45.00 for third of any others within one year to residents for the first offense for smoke detectors, where the battery has been removed. The Public Housing lease and Admissions & Continued Occupancy Policy shall be properly amended.

The PHA promptly enforces the lease for the second offense for smoke detectors, where the battery has been removed, by beginning the lease termination process. The Public Housing lease and Admissions & Continued Occupancy Policy shall be properly amended.

The PHA shall require public housing residents comply with all state laws and local ordinances with respect to registration, insurance and storage of motor vehicles in order to enhance safety and security and prevent abandoned vehicles at the developments. The PHA shall develop an agreement with local towing companies to cite and tow inoperable and abandoned vehicles.

The PHA shall conduct meetings at the developments, or groups of developments, with residents at least monthly. Safety and security issues shall be discussed.

The PHA shall publish a resident newsletter for all public housing residents at least monthly. Safety and security issues shall be addressed.

The PHA distributes, at least annually a resident survey of crime and safety issues.

The PHA plans to continue the following crime prevention activities:

The PHA shall involve residents in the identification of any potential or actual crime problems, the development of effective measures to prevent or resolve potential or actual problems, and feedback in monitoring effectiveness. The Resident Council shall be most directly involved in the area of crime prevention in public housing.

The PHA shall conduct after-hours site inspections to check possible drug or gang activity/ lease violations are conducted at least bi-weekly.

The PHA shall ensure that outside lighting is adequate at each development.

The PHA shall make physical improvements as necessary to enhance security.

The PHA has speed bumps at CT023000001P.

The PHA shall inspect vacant units at timely intervals in order to ensure that vandalism, illegal entry, or use for illegal activities is not occurring.

Maintenance staff shall be trained to monitor for possible drug activity, gang activity, crime, and lease violations, including unauthorized persons residing in public housing. The PHA maintenance staff is crucial to lease enforcement since this staff is most frequently inside the units and at the developments. Maintenance staff shall report all suspected drug, gang or crime activity, and unauthorized persons, promptly to management staff for follow up.

The PHA shall conduct meetings with residents suspected with lease violations, including those violations cited above. These conferences shall be documented in writing, with clear consequences of such lease violation, explained to the family.

The PHA recognizes the importance of identifying unauthorized persons in order to prevent drug and crime activity in its public housing units. In order to effectively monitor occupancy, the PHA shall strictly enforce visitor policy that states each public housing resident may have a visitor of no more than fourteen days within a twelve month period. After such time, unless prior PHA approval has been obtained, visitors shall be considered unauthorized and proper lease enforcement action shall be taken.

The PHA shall develop a cooperative agreement with law enforcement to conduct drug, gang, and crime prevention presentations at the following developments: Cambridge Park, JFKennedy Apartments, Gaylord Towers, Bonnie Acres and Bonnie Acres Extension.

The PHA shall offer the following crime prevention programs:

After-school programs at the following developments: Cambridge Park, CT023000001P

Recreational programs at the following developments: Cambridge Park – CT023000001P – Torch Club through the Bristol Boys & Girls Club

- Power Hour Program: Helps members ages 6-12 to be more successful in school by providing homework and tutoring help and encouraging members to become self-directed learners.

- Torch Club: Chartered small-group leadership and service clubs for boys and girls ages 11-13. Club staff help meet the special needs of younger adolescents at a critical stage in their development. The club members learn to work together to plan and implement activities in four areas: service to club and community, education and health and fitness.

- Bridging the Gap with Club Tech: Provides Club Tech resources including skill tech teaching members basic computer skills which develop club member's proficiency with word processing, spreadsheet and other productivity software through fun, hands-on, engaging lessons and projects for several age groups.

- Reading is Fun: Held one Monday a month. Encourages children ages 3 to 10 to read, with a parental component. A book is read and accompanied by a craft or creative play. Children go home with a bag of education material. Parents are encouraged to participate in the parental education session on topics related to importance of reading, education, health care and the community.
- After School Library Program: Held the first Tuesday and Third Wednesday of the month. Children of all ages are invited to participate in after school reading and crafts.
- The Cambridge Park Library: Books for children ages 3 to 10. Children are able to take, keep and share the books.

Access to target the following developments:

Youth programs at the following developments: CT023000001P - Cambridge Park, Bristol Boys & Girls Club

The PHA shall encourage residents to participate in the Neighborhood Watch/Tenant Patrol Programs at the following developments: Cambridge Park, CT023000001P, JFKennedy Apartments, CT023000003P, Gaylord Towers CT023000003P, Bonnie Acres, CT023000002P and Bonnie Acres Extension, CT023000002P.

The PHA plans to continue the following coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities:

The Bristol Police Department shall conduct neighborhood patrols at the following developments or neighborhoods Cambridge Park, Gaylord Towers, JFKennedy Apartments, Bonnie Acres and Bonnie Acres Extension.

The Bristol Police Department shall conduct drug, gang, and crime prevention presentations at the following developments Cambridge Park, Gaylord Towers, JFKennedy Apartments, Bonnie Acres and Bonnie Acres Extension.

The PHA shall supply the Bristol Police Department with information concerning any incident, evidence or crime-related lease violation at Cambridge Park, Gaylord Towers, JFKennedy Apartments, Bonnie Acres and Bonnie Acres Extension.

The Bristol Police Department shall supply the PHA with information concerning any apprehension, incident or arrest at Cambridge Park, Gaylord Towers, JFKennedy Apartments, Bonnie Acres and Bonnie Acres Extension.

The Bristol Police Department shall assist the PHA in enforcing the list of unauthorized persons 'banned' from public housing, due to suspected drug, gang, or crime-related activity, from entering public housing property at Cambridge Park, Gaylord Towers , JFKennedy Apartments, Bonnie Acres and Bonnie Acres Extension.

The Bristol Police Department shall commit police officers to ensure safety, security and anti-crime measures at the following developments or neighborhoods: Cambridge Park, Gaylord Towers, JFKennedy Apartments, Bonnie Acres and Bonnie Acres Extension.

The PHA shall provide space for police substations at the following developments Cambridge Park, Gaylord Towers, JFKennedy Apartments, Bonnie Acres and Bonnie Acres Extension.

The PHA shall allow otherwise ineligible police officers to reside in public housing at the following developments Cambridge Park, Gaylord Towers, JFKennedy Apartments, Bonnie Acres and Bonnie Acres Extension.

The terms of tenancy of police officers include the following:

No rent will be charged.

The security deposit will be waived.

The police officer must be, during the period of residence in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, Sate, or local government or by the PHA.

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
   - ☐ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
   - ☒ Residents fearful for their safety and/or the safety of their children
   - ☒ Observed lower-level crime, vandalism, and/or graffiti
   - ☒ People on waiting list unwilling to move into one or more developments owing to perceived and/or actual levels of violent and/or drug-related crime
   - ☐ Other (describe below):

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply):
   - ☒ Safety and security survey of residents
   - ☒ 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
   - ☒ Police reports
   - ☒ Demonstrable, quantifiable success with previous or ongoing anticrime/anti-drug programs
   - ☐ Other (describe below):

3. Which developments are most affected (list below):
   CT023000001P
   CT023000002P
   CT023000003P

B. Crime and Drug Prevention Activities the PHA Has Undertaken or Plans to Undertake in the Next PHA Fiscal Year

1. What crime prevention activities has the PHA undertaken or does it plan to undertake (select all that apply):
   - ☐ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
   - ☒ Crime Prevention Through Environmental Design
   - ☒ Activities targeted to at-risk youth, adults, or seniors
   - ☒ Volunteer Resident Patrol/Block Watchers Program
   - ☒ Other (describe below): (1) The PHA will establish and administer a program of resident identification to include photo and other vital information on each resident over the age of twelve. This will assist the PHA in monitoring and prevention of illegal activity. (2) The PHA installed security cameras throughout CT023000001P, CT023000003P to monitor traffic, illegal activities and to enhance the agency's ability to gather information on areas of concern to aide in the completion of the environmental design for crime prevention. (3) Collaboration with RSVP Homeland Security, Vista Volunteers and Sr. Volunteers on crime prevention, emergency readiness, working partnership with state and local police to allow on-site training for canine drug division.

2. Which developments are most affected (list below):
   CT023000001P
   CT023000002P
   CT023000003P

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 (select all that apply):
   - ☒ Police are involved in development, implementation, and/or ongoing evaluation of drug-elimination plan.
   - ☒ Police provide crime data to housing authority staff for analysis and action.
   - ☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence).
   - ☒ Police regularly testify in and otherwise support eviction cases.
   - ☒ Police regularly meet with the PHA management and residents.
   - ☒ PHA has an agreement with local law enforcement agency for provision of above-baseline law enforcement services.
   - ☒ Other activities (list below): Regular drive through by local and state police. Law enforcement also stops and questions loiterers on a regular basis.

2. Which developments are most affected (list below)?
   CT023000001P
   CT023000002P
   CT023000003P

D. Additional Information as Required by PHDEP/PHDEP Plan

☐ Yes ☒ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2006 in this PHA Plan?
☐ Yes ☒ No: This PHDEP Plan is Attachment (provide file name):

14. Reserved for Pet Policy

PET POLICY – ELDERLY/DISABLED PROJECTS

[24 CFR Parts 5, Subpart C]

INTRODUCTION

The purpose of this policy is to establish the BHA's policy and procedures for ownership of pets in elderly and disabled units. It establishes reasonable rules governing the keeping of common household pets. It is establishes rules to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets.

This Chapter explains BHA's policies on the keeping of pets in elderly/disabled projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities or elderly to own animals that are used to assist them.

Feeding of stray animals will be considered as having an unauthorized animal.

Violation of the Pet Policy will be grounds for termination of the lease.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES [24 CFR 960.705]

As a reasonable accommodation, the Bristol Housing Authority will waive pet restrictions for tenants with disabilities who need a service or companion animal in order to meet their disability-related needs. This exclusion applies to such animals that reside in public housing and that visit these developments.

A service or companion animal is either a trained and licensed animal that provides assistive services to a person with a disability or simply an animal that has been verified to provide necessary emotional or other support for a person with a disability.

To be excluded from the pet policy, the resident/pet owner must request a reasonable accommodation and certify:

That the animal actually assists the person with the disability or the well being of the elderly

That there is a person with disabilities or elderly in the household;

Service animals are not considered to be pets. Service animals may be any breed, size or weight.

Service or companion animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Nothing in this pet rule prohibits BHA from requiring the removal of any animal from a project 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 project or of other persons in the community where the project is located, or if the species of animal in question is prohibited under state or local law.

There is no legal requirement for service or companion animals to be visibly identified (no special collar or harness needed) or to have documentation (no license, certification or identification papers needed).

Tenants may be held liable for damages caused by their service or companion animals.

B. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the BHA Executive Director.

The pet owner must submit and enter into a Pet Agreement with the BHA.

This excludes service animals. All requests for service animals as a Reasonable Accommodation will require a certification by a knowledgeable professional stating that such accommodation is medically necessary.

Registration of Pets

Pets must be registered with the BHA before they are brought onto the premises. Registration may include certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats approved as Reasonable Accommodation must be spayed or neutered.

Execution of a Pet Agreement with the BHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

BHA will require picture of the pet/animal approved. No animal may be kept if in violation of humane or health laws, animals must be effectively restrained and under control.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal to Register Pets

The BHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the BHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The BHA will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate the Pet Policy;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The BHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

Animals may be removed should the animal becomes destructive or a nuisance.

The notice of refusal may be combined with a notice of a pet violation.

A resident must obtain approval from BHA to care for another resident's pet and agree to abide by all of the pet policy rules in writing.

A. STANDARDS FOR PETS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Tenants are not permitted to have more than one pet.

1. Dogs (For Reasonable Accommodations Only)

   Must be licensed as specified now or in the future by State law and local ordinance
   Maximum number: one
   Maximum adult weight: 25 pounds
   Must be housebroken
   Must be spayed or neutered
   Must have all required inoculations
   Must not be a breed that is considered hostile or non-friendly, i.e., pit-bull.

2. Cats (For Reasonable Accommodations Only)

   Maximum number: one
   Must be declawed
   Must be spayed or neutered

Must have all required inoculations
Must be trained to use a litter box or other waste receptacle
Must be licensed as specified now or in the future by State law or local ordinance

3. Birds

Maximum number: two
Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 20 gallons
Must be maintained on an approved stand

B. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the BHA. It also excludes visiting service and companion animals.

C. ADDITIONAL FEES AND DEPOSITS FOR PETS

The BHA does not require a pet deposit.

D. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

E. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $50.00 per occurrence will be assessed against the resident for violations of the Reasonable Accommodation Pet Policy.

Pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the BHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

The cost of repairs and replacements to the dwelling unit;

Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the security deposit. The resident will be billed for any amount that exceeds the security deposit.

The expense of flea disinfestations shall be the responsibility of the resident.

F. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

G. NOISE

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

H. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

At Gaylord Towers only - no animal waste is to be put in the trash shute.

Removal of Waste. The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin/ other container provided by the BHA.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

I. PET CARE

No pet shall be left unattended in any apartment for a period in excess of 8 hours except birds 12 hours and fish 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

All complaints of cruelty and all dog bites will be referred to the Animal Control Officer or applicable agency for investigation and enforcement.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

J. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the 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.

K. INSPECTIONS

The BHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Reasonable Accommodation Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

> That the resident/pet owner has thirty days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
>
> That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
>
> That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests an informal hearing after a five day period, the meeting will be scheduled no later than ten calendar days, unless the pet owner agrees to a later date in writing.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the BHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the BHA, the BHA may serve notice to remove the pet.

The Notice shall contain:

> A brief statement of the factual basis for the BHA's determination of the Pet Rule that has been violated;
>
> The requirement that the resident /pet owner must remove the pet within thirty days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The BHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over eight hours except birds 12 hours and fish 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the BHA after reasonable efforts cannot contact the responsible party, the BHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

P. EMERGENCIES

The BHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the BHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS

[24 CFR Parts 960, Subpart G]

INTRODUCTION

The purpose of this policy is to establish the BHA's policy and procedures for ownership of pets in general occupancy (family) projects and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

This Chapter explains BHA's policies on the keeping of pets in general occupancy projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities or elderly to own animals that are used to assist them.

Feeding of stray animals will be considered as having an unauthorized animal.

Violation of the Pet Policy will be grounds for termination of the lease.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities or elderly, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES [24 CFR 960.705]

As a reasonable accommodation, the Bristol Housing Authority will waive pet restrictions for tenants with disabilities who need a service or companion animal in order to meet their disability-related needs. This exclusion applies to such animals that reside in public housing and that visit these developments.

A service or companion animal is either a trained and licensed animal that provides assistive services to a person with a disability or simply an animal that has been verified to provide necessary emotional or other support for a person with a disability.

To be excluded from the pet policy, the resident/pet owner must request a reasonable accommodation and certify:

That the animal actually assists the person with the disability or the well being of the elderly

That there is a person with disabilities or elderly in the household;

Service animals are not considered to be pets. Service animals may be any breed, size or weight.

Service or companion animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a
decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Nothing in this pet rule prohibits BHA from requiring the removal of any animal from a project 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 project or of other persons in the community where the project is located, or if the species of animal in question is prohibited under state or local law.

There is no legal requirement for service or companion animals to be visibly identified (no special collar or harness needed) or to have documentation (no license, certification or identification papers needed).

Tenants may be held liable for damages caused by their service or companion animals.

B. STANDARDS FOR PETS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

1. Birds

Maximum number: two, which includes canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted.

Must be enclosed in a cage at all times

2. Fish

Maximum aquarium size: 20 gallons. There is no limit as to the numbered of fish, however, the number of fish may not exceed the number suggested for the tank size. Poisonous or dangerous fish are not permitted.

Must be maintained on an approved stand.

C. REGISTRATION OF PETS

Pets must be registered with the BHA before they are brought onto the premises.

Registration must be renewed and will be coordinated with the annual reexamination date.

Refusal to Register Pets

If the BHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

The BHA will refuse to register a pet if:

The pet is not an “allowed pet” as defined in this policy;

Keeping the pet would violate any BHA Rules;

The pet owner fails to provide complete pet registration information;

The pet owner fails to update the registration annually;

The BHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must enter into a Pet Agreement with the BHA.

The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:

Agree that the resident is responsible and liable for all damages caused by their pet(s).

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.

Tenants are prohibited from feeding stray animals.

The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.

The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin/ other container provided by the BHA immediately.

Pet owners must take precautions to eliminate pet odors.

The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

The right of management to seek sheltering of any animal found to be maintained in violation of the pet policy, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any sheltering fees, and the BHA accepts no responsibility for pets so removed.

That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous chirping or other such activities.

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

E. LIMITATIONS ON PET OWNERSHIP

Although the BHA, consistent with statutory intent, generally allows pet ownership in general occupancy (family) developments, upon extensive discussion with Resident Advisory Board, the BHA shall limit pet ownership at certain BHA developments or portions of developments. Specific developments and portions of developments are described in the BHA Annual Plan. Limitations include, but are not limited to, the following:

Birds and fish as specified in previous chapters.

F. PETS TEMPORARILY ON THE PREMISES

Excluded from the premises are all animals and/or pets not owned by residents, except for visiting service and companion animals.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the BHA. It also excludes State or local laws governing pets temporarily in dwelling accommodations shall prevail.

G. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $50.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

H. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of twenty-four hours.

All residents/pet owners shall be responsible for adequate care for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

I. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the 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.

J. INSPECTIONS

The BHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit is a violation, or constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

K. PET RULE VIOLATION NOTICE

The authorization for a pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

> That the resident/pet owner has thirty days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
>
> That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
>
> That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests an informal hearing within the five day period, the hearing will be scheduled no later than ten calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

L. NOTICE FOR PET REMOVAL

If the resident/pet owner and the BHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the BHA, the BHA may serve notice to remove the pet.

The Notice shall contain:

> A brief statement of the factual basis for the BHA's determination of the Pet Policy that has been violated;
>
> The requirement that the resident/ pet owner must remove the pet within thirty days of the notice; and
>
> A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

M. TERMINATION OF TENANCY

The BHA may initiate procedures for termination of tenancy based on a Pet Policy violation if:

> The pet owner has failed to remove the pet or correct a Pet Policy violation within the time period specified; and
>
> The Pet Policy violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

N. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for or have been left unattended for over twenty-four hours.

If the responsible party is unwilling or unable to care for the pet, or if the BHA after reasonable efforts cannot contact the responsible party, the BHA may contact the appropriate State or local agency and request the removal of the pet**,** or the BHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the BHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

O. EMERGENCIES

The BHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the BHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

15. Civil Rights Certifications

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

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))? If no, skip to component 17.
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 (state number)?
5.	☐ Yes ☐ No:	Have responses to any unresolved findings been submitted to HUD? If no, when are they due (state below)?

17. PHA Asset Management

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):
   - ☐ Not applicable
   - ☐ Private management
   - ☒ Development-based accounting
   - ☒ Comprehensive stock assessment
   - ☒ Other (list below):
     - Training of staff

Reassignment of staff

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

18. Other Information

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
If no, skip to sub-component B. If yes, continue to questions 2 and 3.

2. The comments from the Resident Advisory Board/s are (the PHA **must** select one):
☒ Attached as (provide file name here): RAB Minutes
☐ Provided below:

3. In what manner did the PHA address the comments from the Resident Advisory Board/s (select all that apply):
☐ Considered comments, but determined that no changes to the PHA Plan were necessary
☐ Changed portions of the PHA Plan in response to comments (list changes below):

☒ Other (list below): A preference was given for Veterans, Homeless and Natural Disaster Victims.
All other changes were made to the ACOP that is an attachment to the Agency Plan.

B. Description of Election Process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided in Section 2(b)(2) of the U.S. Housing Act of 1937?
If yes, skip to sub-component C. If no, continue to question 2.

2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents?
If no, skip to sub-component C. If yes, continue to question 3.

3. Description of resident election process

a. Nomination of candidates for place on the ballot (select all that apply):
☐ Candidates were nominated by resident and assisted family organizations.
☐ Candidates could be nominated by any adult recipient of PHA assistance.
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot.
☐ Other (describe):

b. Eligible candidates (select one):
☐ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance
☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list):

c. Eligible voters (select all that apply):
☐ All adult recipients of PHA assistance (public housing and Section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☒ Other (list): Appointed by Mayor from those who solicit appointments.

C. Statement of Consistency with the Consolidated Plan

1. Consolidated Plan jurisdiction: City of Bristol

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction (select all that apply):

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plans.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (List activities below):

☒ Other (list below):

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments (describe below):

- Increase the number of affordable housing units to alleviate cost burden of families of low-income households.
- Increase number of units for the elderly housing with fixed income.
- Provide opportunities for Homeownership.
- Participate in activities geared to end homelessness
- Participate in activities that meet the requirements of "transit-oriented" and "responsible- growth" initiatives of the State of Connecticut consolidated Plan for Housing and Community Development and the Conservation and Development Policies Plan for Connecticut.

D. Other Information Required by HUD

DEFINITION OF "SUBSTANTIAL DEVIATION" AND "SIGNIFICANT AMENDMENT OR MODIFICATION"

The Public Housing Agency Plan Final Rule (effective 11/22/99) requires that each PHA must define the terms "substantial deviation" and "significant amendment or modification". In addition, these definitions must be developed in conjunction with the Resident Advisory Board and must be included in the submission of the PHA Annual Plan.

The Housing Authority of the City of Bristol has, in conjunction with the Resident Advisory Board, developed the following definitions, as required by 24 CFR 903.7(r).

"Substantial deviation" from the Agency's Five Year Plan will include:

1. Any change to, or development of, the Agency's Mission Statement.
2. Any change to or deletion of a goal or objective that is included in the PHA Five Year Plan.
3. Any additional goals or objectives that have been identified to meet the stated Mission of the PHA.

"Significant Amendment or Modification" to the Agency's Five Year or Annual Plan is defined as follows:

1. Additions of new activities under a component (e.g., plan to dispose of public housing units not previously included in the Annual Plan; any change in homeownership programs or conversion activities).

1. Agency Plan FY2012-2016

Attachments

2. FY 2012-2013 Annual Statement
3. Five Year Capital Fund Plan FY2012-2016
4. FY 2008 Capital Fund Program P&E 12/31/11
5. FY 2009 Capital Fund Program P&E 12/31/11 and FY2009 Emergency Safety & Security Grant P&E 12/31/11
6. FY 2010 Capital Fund Program P&E 12/31/11
7. FY 2011 Capital Fund Program P&E 12/31/11
8. BHA Management Organizational Chart
9. Resident Membership of the BHA Board
10. Resident Advisory Board Members and Meeting Minutes
11. VAWA Act Statement
12. Pet Policy Elderly/Disabled Chapter 10
13. Pet Policy Family Sites Chapter 11
14. Admissions and Continued Occupancy Plan (ACOP)
15. Section 8 (HCV) Administrative Plan
16. FSS Action Plan for Public and Section 8 (HCV) Programs
17. Section 8 (HCV) Homeownership Program Action Plan
18. Section 3 Policy
19. Section 8 Homeownership Capacity Statement
20. Admissions Policy for Deconcentration
21. Check Signing/Direct Vendor Payment Authorization Policy
22. Personnel Policy
23. Procurement Policy
24. Smoke Free Work Place
25. Non Smoking Policy (Residents)
26. Towing Policy
27. Rent Collection Policy
28. Natural Disaster Response Guidelines

ADMISSION AND CONTINUED OCCUPANCY PLAN

ACOP

2012 - 2013

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ADMISSION AND CONTINUED OCCUPANCY PLAN

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If the resident/pet owner and the BHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the BHA, the BHA may serve notice to remove the pet. 10-150

The Notice shall contain: 10-150

A brief statement of the factual basis for the BHA's determination of the Pet Rule that has been violated; 10-151

The requirement that the resident /pet owner must remove the pet within thirty days of the notice; and 10-151

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Chapter 1

STATEMENT OF POLICIES OF AND OBJECTIVES

INTRODUCTION

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Bristol Housing Authority (BHA) staff shall be in compliance with the BHA's Personnel Policy, Agreement between Housing Authority of the City of Bristol and Local 1303-99 of Council #4 AFSCME, AFL-CIO and this Admissions and Continued Occupancy Policy. The administration of this BHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts 1, 5, 8, 100 and 900-966 (Code of Federal Regulations).

A. HOUSING AUTHORITY MISSION STATEMENT

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The mission of The Housing Authority of the City of Bristol (BHA) is to create opportunities for affordable housing in a suitable living environment and to promote self-sufficiency in our community.

The Housing Authority of the City of Bristol is an independent agency that provides housing for low and moderate-income families, seniors and non-elderly disabled. Our purpose is to provide quality housing for our residents by rehabilitating or revitalizing our housing stock and by creating opportunities for homeownership and affordable housing. We will work diligently to find and provide resources necessary to improve the opportunities for success of our residents with programs fostering economic self-sufficiency. It is also our objective to help end homelessness in our community by collaborating with local, State and Federal agencies.

We maintain a healthy and efficient work environment. We encourage staff participation in community activities geared to help the less fortunate. BHA takes great pride in our diverse and talented staff and will continue to train and assist employees and will recognize achievements we feel will improve their self-esteem, quality of work and production. This will give our staff an incentive to excel at work.
With that end in mind, BHA has formed partnerships at the local and State level and will continue to do so as it may deem necessary. BHA will continue to explore opportunities to leverage funds that are an essential part in our efforts to continue to help our community with its housing needs.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the BHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.

To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.

To avoid concentrations of economically and socially deprived families in any one or all of the BHA's public housing developments.

To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to BHA employees.

To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the BHA's jurisdiction.

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To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

To facilitate the judicious management of the BHA inventory and the efficient management of BHA staff.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Public Housing Authority (BHA) staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the BHA.

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

D. FAIR HOUSING POLICY

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

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

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

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

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To further its commitment to full compliance with applicable Civil Rights laws, the BHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

The BHA's administrative office, 164 Jerome Avenue, Cambridge Park, 31 Quaker Lane, Jerome Avenue, Bonnie Acres, 131-183 Vance Drive, JFK Apartments, 70 Gaylord Street, Gaylord Towers, 55 Gaylord Street, and Mountain Laurel Manor, 81 Field Street, Bristol, Connecticut are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

The BHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission; or

Deny a person access to the same level of services.

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

E. SERVICE AND ACCOMMODATIONS POLICY

It is the policy of the Bristol Housing Authority to provide courteous and efficient service to all applicants for housing assistance. In that regard, the BHA will endeavor to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with the BHA, when the BHA initiates contact with a family including when a family applies, and when the BHA schedules or reschedules appointments of any kind.

It is the policy of this BHA 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 the families within our jurisdiction.

The BHA's policies and practices will be designed to provide assurances that all persons with

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disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on BHA forms and letters to all families, and all requests will be verified so that the BHA can properly accommodate the need presented by the disability.

Federal Americans with Disabilities Act of 1990

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

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

Undue Hardship

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

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

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

Verification of a Request for Accommodation

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable professional.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

Reasonable Accommodation

Reasonable accommodation will be made for persons with a disability who require 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.

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

Application Process

For purposes of this section, the BHA will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permit the submission of applications or certification forms via mail.

Permit an authorized designee to participate in the application or certification process.

Upon request provide assisted listening devices/ a certified sign language interpreter/ a Braille interpreter/other to facilitate the application or certification process.

Recertification by Mail

The BHA will permit the family to submit annual and interim recertification forms through the mail, when the BHA has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of the BHA's deadline for returning the completed forms to the BHA.

If there is more than one adult member in the household, but only one is disabled, recertifications will not be processed through the mail. In such cases, the family may choose to have the BHA conduct the recertification by a home visit or to have the able adult family members come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

Home Visits

When requested and where the need for reasonable accommodation has been established, the BHA will conduct home visits to residents to conduct annual and interim recertifications.

Requests for a home visit recertification must be received by the BHA at least fifteen (15) days before the scheduled appointment date in order for the request to be considered.

The BHA will consider home visit recertification's which are requested after the scheduled appointment has been missed, according to the number of allowed rescheduled appointments noted in the chapter on Recertification's.

The BHA will not consider home visit recertification's that are requested after the scheduled appointment has been missed.

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Other Accommodations

The Housing Authority utilizes organizations that provide assistance for hearing- and sight-impaired persons when needed.

Families will be offered an accessible unit, upon request by the family, when an accessible unit is available.

F. TRANSLATION OF DOCUMENTS

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish, Polish and Italian. Translators will be available upon a week's notice from appointment.

G. LANGUAGE ASSISTANCE

The BHA will provide readers to assist persons with literacy barriers in completing the application and certification process.

The BHA will refer persons with literacy barriers to appropriate community literacy programs for assistance with the completion of the application and certification process.

H. PUBLIC HOUSING ASSESSMENT SYSTEM (BHA'S) OBJECTIVES

[24 CFR 901 & 902]

The BHA is continuously assessing its program and consistently strives to make improvements. The BHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The BHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

I. FAMILY OUTREACH

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

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

When the BHA's waiting list(s) are open, the BHA will periodically publicize the availability and nature of housing assistance for very low income and low-income families in a newspaper of general circulation, including local minority publications and other suitable means.

J. PRIVACY RIGHTS

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

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

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

The BHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

BHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

K. POSTING OF REQUIRED INFORMATION

The BHA will maintain a bulletin board in a conspicuous area of the lobby of BHA administrative offices that will contain:

- Statement of policies and procedures governing Admissions and Continued Occupancy Policy (ACOP) or a notice of where the policy is available
- A notice of where the BHA 5-year Plan and BHA Annual Plan are available
- Information on application taking
- Directory of the BHA's housing sites including names, address of offices and office hours at each facility.
- Income limits for Admission
- Current schedule of routine maintenance charges
- A copy of the lease
- The BHA's grievance procedures
- A Fair Housing Poster
- An Equal Opportunity in Employment poster
- Current Resident Notices

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- Required public notices
- Information on preferences
- Schedule of Utility Allowances (if applicable)
- Information on Screening and Eviction for Drug Abuse and other Criminal Activity.

Site developments will maintain a bulletin board in a conspicuous place which will contain:

Tenant Selection policies (960.202 and 960.203)

Information on application taking

Income limits for admission

Current schedule of maintenance charges

- Copy of lease
- BHA's grievance procedures
- Fair Housing poster
- Equal Opportunity in Employment poster
- Current Resident Notices
- Security Deposit charges
- Zero Tolerance Policy (sexual harassment)
- BHA Hotline Information
- Mission Statement
- Information on Screening and Eviction for Drug Abuse and Other Criminal Activity.
- BHA lease violation fines

L. <u>TERMINOLOGY</u>

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The Housing Authority of the City of Bristol is referred to as "BHA" or "Housing Authority" or "HA" throughout this document.

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

"Tenant" is used to refer to participants in terms of their relation as a lessee to the BHA as the landlord.

"Landlord" refers to the BHA.

"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.

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 960, Subpart B]

INTRODUCTION

This Chapter defines both HUD's and the BHA's criteria for admission and denial of admission to the program. The policy of BHA is to strive for objectivity and consistency in applying these

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criteria to evaluate the qualifications of families who apply. The BHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the BHA pertaining to their eligibility.

A. QUALIFICATION FOR ADMISSION

It is the BHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

- Is a family as defined in this Chapter;
- Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 5, Subpart E).
- For Federal Public Housing, an Annual Income at the time of admission that does not exceed the **applicable** income limit for occupancy established by HUD and posted separately in the BHA offices.
- Provides a Social Security number for all family members, from age 0, within 90 days, or will provide written certification that they do not have Social Security numbers.
- Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors

- The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list(s) to be offered a housing unit.
- The qualifying factors of eligibility [other than citizenship status,] will be verified when the family is placed on the waiting list(s).

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B. FAMILY COMPOSITION

Definition of Family

The applicant must qualify as a Family. A Family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship.

A group of persons is defined by the BHA as two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who will live together in BHA housing.

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

The term "Family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

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

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

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

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

Occupancy by Police Officers

- In order to provide an increased sense of security for public housing residents the BHA may allow public housing units to be occupied by police officers.
- Police officers will not be required to be income eligible to qualify for admission to the BHA's public housing program.

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.

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- A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent.

Spouse of Head of Household

Spouse means the husband or wife of the head.

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

Co-head

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

Live-in Attendants

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

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

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

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

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

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

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

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

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

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

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

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- After the BHA approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by the BHA [within 30 calendar days of the BHA's notification].

  If the 30 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide.

- A specific live-in aide may only reside in the unit with the approval of the BHA. The BHA shall make the live-in aide subject to the agency's normal screening criteria.

- The BHA will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, the BHA may take action against the live-in aide separate from action against the assisted family.

- If the live-in aide or their family members participate in drug-related or criminal activity, the BHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

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

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members prior to admission, 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 of admission or termination of tenancy.

If a member does not have a Social Security Number they must sign a certification stating that they do not have one. The certification shall:

state the individual's name,

state that the individual has not been issued a Social Security Number;

state that the individual will disclose the Social Security Number, if they obtain one at a later date;

be signed, dated and notarized.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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 six immigrant categories as specified by HUD.

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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 income-based assistance (TTP) will be pro-rated and that they may request a hearing if they contest this determination. If such a family chooses flat rent, the flat rent will not be pro-rated if the flat rent is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent, and the family chooses flat rent, the flat rent will be pro-rated.

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

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

The BHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

- No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

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F. OTHER ELIGIBILITY CRITERIA

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

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

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

to care for and avoid damaging the unit and common areas;

to use facilities, appliances and equipment in a reasonable way;

to create no health or safety hazards, and to report maintenance needs in a timely manner;

not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the BHA premises;

not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;

not to contain a household member subject to lifetime sex offender registration requirement under a State Sex offender registration program;

to comply with necessary and reasonable rules and program requirements of HUD and the BHA; and,

to comply with local health and safety codes.

Denial of Admission for Previous Debts to This or Any Other PHA

- Previous outstanding debts to BHA or any PHA resulting from a previous tenancy in the public housing or landlords through Section 8 program must be paid in full prior to admission.

- At the time of initial application, the applicant must pay any previous debt prior to being placed on the waiting list(s).

- Applicants with previous BHA debts will be permitted to execute a Payment Agreement at the time of pre-application, but 100% of the debt must be paid prior to offer of a unit.

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- Either spouse is responsible for the entire debt incurred as a previous BHA tenant. Children of the head or spouse who had incurred a debt to the BHA will not be held responsible for the parent's previous debt.

G. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR 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 the Housing Authority of the City of Bristol to fully endorse and implement a policy that is 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;
- Support parental efforts to instill values of personal responsibility and hard work;
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

Administration

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the BHA will involve other community and governmental entities in the promotion and enforcement of this policy.

- This policy will be posted on the BHA's bulletin board.

HUD Definitions

"Drug-related criminal activity" is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-related criminal activity means *on or off the* premises, *not just on or near the* premises.

"Covered person" means a tenant, any member of the tenant’s household, a guest, or another person under the tenant’s control.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the BHA.

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"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

"Guest" for purposes of this Chapter, 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.

"Household" means the family and BHA-approved live-in aide.

"Other person under the tenant's control," for the purposes of the definition of "covered person," means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) 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.

"Premises" means the building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.

"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.

Screening for Drug Abuse and Other Criminal Activity

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the BHA will endeavor to screen applicants as thoroughly and fairly as possible.

- If in the past the BHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Screening and Eviction for Drug Abuse and Other Criminal Activity Notice, for a family, as a prior resident of public housing, the BHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

- Initial screening will be limited to routine inquiries of the family and any other information provided to the BHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

- If as a result of the standardized inquiry, or the receipt of a verifiable referral, there is indication that the family or any family member had been or is engaged in drug-related criminal or violent criminal activity in the past five years, the BHA will conduct closer inquiry to determine whether the family should be denied admission.

- If the screening indicates that any family member has been arrested and/or convicted in the past five years within the prior five years for drug-related or violent criminal activity, the BHA shall obtain verification through police/court records.

- After conclusion of a National Criminal Information Computer (NCIC) Report the applicant will be required to provide proof of criminal activity that may not be listed on the NCIC

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report at the applicant's expense.

Use of FBI and Law Enforcement Records

The BHA will check criminal history for all applicants/applicants who are 18 years of age, adults in the household, to determine whether any member of the family has engaged in violent or drug-related criminal activity through Info Center or related credit reporting agency.

The BHA will check criminal history for all applicants who are 18 years of age, adults in the household, to determine whether any member of the family is subject to a lifetime sex offender registration requirement through Info Center or related credit reporting agency.

- Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

Standard for Violation

Any person evicted from private, public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Public Housing for a five-year period beginning on the date of such eviction and/or arrest.

- The BHA will not waive this requirement.

- The BHA will admit the household if the BHA determines:

No member of the applicant's family may have engaged in drug related or violent criminal activity within the past five years.

The BHA will deny participation in the program to applicants where the BHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the BHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

* The BHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 36 months.

"Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

- In evaluating evidence of negative past behavior, the BHA 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.

- *The BHA will not waive this policy.

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Permanent Denial of Admission

The BHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. The BHA will not waive this requirement.

Prohibition on Persons Subject to Lifetime Sex Offender Registration Requirement

The BHA will deny admission to public housing to any family in which a family member is subject to a lifetime sex offender registration requirement. This provision will not be waived. The BHA shall perform necessary criminal history background checks in the State where the housing is located and in any other States where household members are known to have resided.

Other Criminal Activity

- "Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

- For the purposes of this policy, this is construed to mean that a member of the current family has been arrested and/or convicted of any criminal or drug-related criminal activity within the past 5 years.

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

- Applicants and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness, or child abuse, and are required by law to register as a sex offender will be prohibited from participation in the public housing program.

- No family member may have engaged in or threatened abusive or violent behavior toward BHA personnel at any time.

- No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last 5 years.

- Even if a person has served time in jail and has now been released on probation, that person cannot be admitted into public housing unless a year has passed since the completion of probation and 5 years from the arrest.

- If the only sentence was probation, a year must have elapsed, without incident, since completion of probation, in order to be considered eligible for public housing.

- A person who is released from jail with no probation requirement would have to operate on the outside for one year with no further evidence of the prohibited activities in order to be considered eligible for admission.

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- A person who has been convicted of any crime involving bodily injury would not be considered for admission until a year has passed since full repaying of the social debt, including probation and 5 years from the arrest.

Evidence

The BHA must have evidence of the violation.

"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 is not to 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, evidence gathered by BHA inspectors and/or investigators, and evidence gathered from the BHA Hotline.

The BHA may pursue fact-finding efforts as needed to obtain credible evidence.

Obtaining Information from Drug Abuse Treatment Centers

> The BHA will:
>
> - **Request for all families.** The BHA will inquire of all applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance.
>
> > The BHA will inquire of all applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse treatment facility.

The written consent form shall authorize the BHA to receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.

The authorization will be sent to the drug abuse treatment facility with a BHA postage paid return addressed envelope addressed to the attention of the Director of Housing Services.

- The BHA will maintain such information received from a drug abuse treatment facility in a manner that respects its confidentiality.

- Such confidential information will be reviewed by the Director of Housing Services who will make a decision as to the outcome of the review.

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- Such confidential information will not be misused or improperly disseminated and will be destroyed not later than 5 business days after the date on which the BHA gives final approval for admission.

- If the application is denied, the information will be destroyed within 15 business days following the date on which the statute of limitations for commencement of a civil action from the applicant based upon the denial of admission has expired.

Confidentiality of Criminal Records

The BHA 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 by Director of Public Housing for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.

* Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies.

- If the family is determined eligible for initial or continued assistance, the BHA's copy of 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 BHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

Disclosure of Criminal Records to Family

Before the BHA takes any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the grievance hearing or court hearing in the case of evictions.

Hearings

(See Chapter titled "Complaints, Grievances and Appeals.")

If information is revealed that would cause the BHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the BHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

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H. SCREENING FOR SUITABILITY [24 CFR 960.203, 960.204, 960.205]

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

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

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 denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance that they can demonstrate that they have or will have at the time of admission. (24 CFR 8.3, Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by the BHA.

- The BHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18 and, under State/local law, does not have the legal capacity to enter into a legally binding contract

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

- The BHA will complete a rental history check on all applicants.

- The BHA will complete a credit check on all applicants.

- The BHA shall rely upon sources of information which may include, but are not limited to, BHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

- This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is 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.

- The BHA will complete a home visit at the current residence of all applicants who have had landlord verifications returned to the BHA with unfavorable comments concerning their housekeeping habits. Applicants shall have at least two working days advance written notice of home visits.

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- Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

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

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

Eviction or 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 which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of <u>any</u> applicant family member involving criminal acts and/or drug-related criminal activity.

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

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

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

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

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

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.203(c)]

Adversely affect the physical environment or financial stability of the project. [24CFR 960.203(c)]

Violate the terms and conditions of the lease. [24CFR 960.203(c)].

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

<u>Rent Paying Habits</u>

The BHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past 5 years.

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Based upon these verifications, the BHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 5 years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

- The BHA will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond applicant's control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

- Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

- The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.

- Where past rent paying ability cannot be documented, the BHA will check with the utility company(s) to determine whether the family has been current and timely on their payments.

Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would 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 the applicant's prospect for lease compliance is an acceptable one, justifying admission.

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

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

Examples of Mitigating Circumstances

Evidence of successful rehabilitation;

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

Evidence of successful and sustained modification of previous disqualifying behavior.

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

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

Qualified and Unqualified Applicants

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

The eligibility of the applicant as a *family;*

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

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

The BHA preference to which the family is entitled:

- Residents who live and work in our jurisdiction (5 points)
- Elderly (5 points)
- Non-elderly Disabled (5 points)
- Involuntary Displacement through no fault of their own (11 points)
- Overcrowding (2 points)
- U. S. Citizen or Households with Eligible Status (1 point)
- Targeting/ Deconcentration (1 point)
- Veterans (1 point)
- Homeless (10 point)

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

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The BHA shall provide

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applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals").

- Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for an informal hearing per our grievance procedure, Chapter One, Complaints Grievances and Appeals.

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

*** Documenting Findings**

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

- Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.

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

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

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

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

- Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.

- Sex Offender - includes any person in a family who is listed on the lifetime sex offender registration.

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

- Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to the BHA [or any other BHA].

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

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

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

- Destruction of Property from previous rentals.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

Have no income;

Are not employed;

Do not participate in a job training program;

Will not apply for various welfare or benefit programs;

Have children;

Have children born out of wedlock;

Are on welfare;

Are students.

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I. HEARINGS

If information is revealed that would cause the BHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the BHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals

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Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the BHA 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(s), and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the BHA 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(s) in accordance with this Policy.

A. HOW TO APPLY

Families who wish to apply for any of the BHA'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.

- Persons with disabilities may call the BHA to receive an application through the mail or make other arrangements to complete their preapplication.
- Applications will be mailed to interested families upon request.
- Applications will be accepted at a central location for all waiting list(s).

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the applicable BHA waiting list(s).

   The pre-application will be dated, time-stamped, and referred to the BHA's office where tenant selection and assignment is processed.

2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the applicable waiting list(s). At this time the BHA ensures that verification of all HUD and BHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

The BHA will utilize an application form for the initial application for housing assistance, including for Public Housing, Portable Housing Choice Voucher (HCV) or Project-Based Voucher (PBV) programs. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

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The purpose of the pre-application is to permit the BHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list(s).

Translation will be provided for non-English-speaking applicants by Housing Services staff in Spanish, Italian and Polish upon request.

The pre-application will contain questions designed to obtain the following information:

Names of head and spouse
Names of adult members and age of all members
Number of family members (used to estimate bedroom size needed)
Street address and phone numbers
Mailing address (if PO Box or other permanent address)
Annual income
Source(s) of income received by household members to determine preference qualification
Sufficient additional information to determine preference qualification
Information regarding request for reasonable accommodation or for accessible unit
Social Security Numbers
Race/ethnicity
Arrests/Convictions for Drug Related or Violent Criminal Activity
Previous addresses for last 5 years
Names and addresses of current and previous landlords
Emergency contact person and address
Questions regarding previous participation in HUD programs

Applications will be taken in person and data will be entered into the computer.

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

Pre-applications will not require interviews. 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.

Applicants are requested to inform the BHA in writing of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the BHA to update information on their application, or to determine their continued interest in assistance.

Failure to provide accurate information or to respond to mailings will result in the applicant being removed from the waiting list(s). (See Chapter on Complaints, Grievances and Appeals.)

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).

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This written notification of preliminary eligibility will be given to the applicant at the time the pre-application is submitted, mailed to the applicant by first class mail and/or distributed to the applicant in the manner requested as a special accommodation.

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

D. COMPLETION OF A FULL APPLICATION

The full application will verify or update information contained in the preliminary application to confirm the following information:

Names of head and spouse
Names of adult members and age of all members
Number of family members (used to estimate bedroom size needed)
Street address and phone numbers
Mailing address (if PO Box or other permanent address)
Annual income
Source(s) of income received by household members to determine preference qualification
Sufficient additional information to determine preference qualification
Information regarding request for reasonable accommodation or for accessible unit
Social Security Numbers
Race/ethnicity
Arrests/Convictions for Drug Related or Violent Criminal Activity
Previous addresses
Names and addresses of current and previous landlords
Emergency contact person and address
Questions regarding previous participation in HUD programs

All preferences claimed on the application or while the family is on the waiting list(s) will be verified:

Upon receipt of the pre-application and prior to placement on the waiting list(s).

After the family is selected from the waiting list(s), and prior to completing the final eligibility determination.

Whenever the family claims a preference.

If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list(s) and preference removed.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list(s) because the preference is based on current status.

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Applicants on the waiting list(s) who will be selected in the near future will be sent a preference verification and eligibility appointment letter (see Chapter on Tenant Selection and Assignment Plan). The letter will request the applicant to call to make an appointment for an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter.

These documents will be used for verification only if third party verification cannot be obtained.

After the preference is verified, when the BHA is ready to select applicants, the BHA will send the applicant a letter notifying him/her of an appointment. Applicants will be required to:

> Complete a Personal Declaration Form prior to the full application interview.
>
> 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 BHA staff to review the information on the full application form.
>
> Participate in a full application interview with a BHA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The BHA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

The full application will be completed when the applicant attends the interview.

Requirement to Attend Interview

The BHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that 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 BHA services or programs which may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

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 working 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 two scheduled meeting(s), the BHA will reject the application.

If an applicant fails to appear for a pre-scheduled appointment, the BHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

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If an applicant fails to appear for their interview without 24 hour prior approval of the BHA, their application will be denied unless they can provide acceptable documentation to the BHA that an emergency prevented them from calling.

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

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

All adult members, and head of household and spouse regardless of age, must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the BHA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by the BHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

If the BHA determines at or after the interview that additional information or document(s) are needed, the BHA will request the document(s) or information in writing. The family will be given 10 working days to supply the information unless the verification required is from out of state or country, then 30 days will be allowed.

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

E. PROCESSING APPLICATIONS

As families approach the top of the applicable waiting list(s), the following items will be verified to determine qualification for admission to the BHA's housing:

Preference verification

Family composition and type (elderly/non elderly)

Annual Income

Assets and Asset Income

Deductions from Annual Income

Social Security Numbers of all family members

Information used in applicant screening

Citizenship or eligible immigration status

Criminal History Report

Approved Social Services Contract of applicant if applicable for Project Based Voucher Supportive Services Housing.

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F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the BHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the BHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

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

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within 10 days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

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Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing BHA Waiting list(s))

[24 CFR Parts 960.203, 960.204, 960.205, 960.206, 983]

INTRODUCTION

It is the BHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list(s), except in the case of any applicants to a Project-Based Voucher (PBV) rent assisted property. For PBV projects (once developed), a separate waiting list(s) will be formed and existing Public Housing and portable HCV voucher applicants notified

Applicants to both the general and any PBV waiting list(s) to be established will be received and logged in sequence based upon:

Date and time the application is received,

The size and type of unit they require,

Preferences

Victims of Domestic Violence (HUD Requirement) (11 points)

Homeless (10 point)

Non-elderly Disabled (6 points)

Resident who lives or works in the jurisdiction (5 points)

Elderly (5 points)

Involuntary Displacement through no fault of their own (3 points)

Those enrolled currently in educational, training, or upward mobility programs (3 points)

Overcrowding (2 points)

U. S. Citizen or Households with Eligible Status (1 point)

Targeting/ Deconcentration (1 point)

Veterans (1 point)

In filling an actual or expected vacancy, the BHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. The BHA will offer the unit until it is accepted. This Chapter describes the BHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list(s).

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BHA's Objectives

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

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

When appropriate units are available, families will be selected from the applicable waiting list(s) in their preference-determined sequence.

By maintaining accurate waiting list(s), the BHA will be able to perform the activities that ensure an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the BHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list(s) to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

A. MANAGEMENT OF THE WAITING LIST(S)

The BHA will administer its waiting list(s) as required by 24 CFR Part 5, Part 945 and Part 960, Subparts A and B in regard to its Public Housing and portable Housing Choice Voucher programs. Management of any future Project Based Voucher (PBV) waiting list, however, will have slightly different waiting list management procedures. These PBV waiting list procedures are instead covered in Chapter 22 of the Section 8 Administrative Plan. Otherwise, all other BHA waiting lists will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained in order of preference and in order of date and time of application receipt.

Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.

Opening and Closing the Waiting list(s)

The BHA, at its discretion, may restrict application intake, suspend application intake, and close waiting list(s) in whole or in part.

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

When the BHA opens the waiting list(s), the BHA will advertise through public notice in the following newspapers, minority publications and media entities. location(s), and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

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Hartford Courant, Bristol Press, Hartford Inquirer, Bristol Community Organization, Wheeler Clinic, City Social Services, Shelters, Bristol Housing Authority administrative offices.

To reach persons with disabilities, the BHA will provide separate notice to local organizations representing the interests and needs of the disabled**.** This will include notice to the following organizations:

City Commissioner for Disabled, City Social Services, New Horizons, Commission for Persons with Disabilities.

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.

A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing.

Limitations, if any, on who may apply.

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

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

When Application Taking is Suspended

The BHA may suspend the acceptance of applications to any of its waiting lists if there are enough Local Preference Holders to fill anticipated openings for the next 12 months.

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

During the period when the waiting list(s) is closed, the BHA will not maintain a list of individuals who wish to be notified when the waiting list(s) are open.

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

The open period shall be long enough to achieve waiting list(s) adequate to cover projected turnover over the next 12 months. The BHA will give at least 15 of days notice prior to closing the list. When the period for accepting applications is over, the BHA will add the new applicants to the list(s) by:

Separating the new applicants into groups based on preferences and unit size and ranking

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applicants within each group by date and time of application.

Unit size, preferences priority and/or date and time of application receipt.

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

Reopening the List

If the waiting list(s) are closed and the BHA decides to open the waiting list(s), the BHA will publicly announce the opening.

Any reopening of the list(s) will be done in accordance with the HUD requirements.

Limits on Who May Apply

When the waiting list(s) are open,

Any family asking to be placed on the waiting list(s) for Public Housing rental assistance will be given the opportunity to complete [a pre-application/an application].

When the application is submitted to the BHA:

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

Multiple Families in Same Household

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

B. WAITING LIST(S) PREFERENCES

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

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

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

Among applicants with equal preference status, the waiting list(s) will be organized by date and

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time.

Local Preferences

Preferences will be used to select among applicants on the waiting list(s). A public hearing and public notice with opportunity for public comment will be held before the BHA adopts any local preference.

The hearing will be publicized using the same guidelines as those for opening and closing the waiting list(s).

The BHA uses the following Preferences:

Date and time of receipt of a completed pre-application.

Families with Incomes Needed to Achieve Deconcentration of Poverty and Income-Mixing: for families with incomes needed to achieve deconcentration of poverty and income-mixing goals.

Residency preference: for families who live or work in the jurisdiction.

Involuntary Displacement are applicants who have been involuntarily displaced and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six months from the date of verification by BHA.

Overcrowding

Maximum 30% Young Disabled in Elderly Housing. The BHA reserves the right to set-aside this percentage rate should the vacancy rate exceed 5% over 30 days.

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on the BHA waiting list(s).

Involuntary Displacement Preference

1. Displacement by non-suitability of the unit when a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make changes to the unit

Critical elements are

entry and egress of unit and building,

a sleeping area,

a full bathroom,

a kitchen if the person with a disability must do their own food preparation,

2. Due to HUD disposition of a multifamily project under Section 203 of the Housing and Community Development Amendments Act of 1978.

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An applicant who is a "Homeless Family" is considered to be living in substandard housing. "Homeless Families":

Lack a fixed, regular and adequate nighttime residence; AND

Have a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings.

Homeless families may not maintain their place on the waiting list(s) while completing a transitional housing program.

Families who are residing with friends or relatives on a temporary basis will not be included in the definition of "substandard."

Persons who reside as part of a family unit shall not be considered a separate household.

Families living in overcrowded conditions will be included in the definition.

C. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) DEVELOPMENTS

The BHA has established the following local admissions preferences for general occupancy (family) developments:

Date and time of receipt of a completed pre-application, resident who lives or works in the jurisdictions, elderly, involuntary displacement through no fault of their own, overcrowding, and income targeting/ deconcentration.

The BHA has established the following system to apply preferences:

1. Local preferences will be aggregated using the following system:

Each preference is assigned points as listed below. The more preference points an applicant has, the higher the applicant's place on the waiting list(s).

Victims of Domestic Violence (HUD Requirement) (11 point)

Homeless (10 point)

Non-elderly Disabled (6 points)

Resident who lives or works in the jurisdiction (5 points)

Elderly (5 points)

Involuntary Displacement through no fault of their own (3 points)

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Those enrolled currently in educational, training or upward mobility programs (3 points)

Overcrowding (2 points)

U. S. Citizen and Households with Eligible Status (1 point)

Targeting/ Deconcentration (1 point)

Veterans (1 point)

D. VERIFICATION OF PREFERENCE QUALIFICATION

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

The BHA will verify all preference claims at the time they are made.

The BHA will re-verify a preference claim, if the BHA feels the family's circumstances have changed, at time of selection from the waiting list(s).

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list(s) and ranked without the Local Preference and given an opportunity for an informal hearing.

If at the time the family applied, the preference claim was the only reason for placement of the family on the waiting list(s) and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

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

Change in Circumstances

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

E. PREFERENCE DENIAL

If the BHA denies a preference, the applicant will be placed on the waiting list(s) without benefit of the preference.

The BHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 10 working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting

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list(s) without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

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

F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, the BHA will first match the characteristics of the available unit to the applicants available on the waiting list(s). Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, units in housing designated for the elderly, or project-based voucher units, limit the admission of families to those characteristics that match the features and program requirements of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list(s) may receive an offer of housing ahead of families with an earlier date and time of application.

The BHA's Deconcentration Policy, as described in the BHA Plan, may include skipping of families on the waiting list(s) in order to bring families above the established income range into developments below the established income range, and to bring families below the established income range into developments above the established income range.

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

G. INCOME TARGETING

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

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low-income families."

The BHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the QHWRA by admitting less than 40 percent of “extremely low income families” to public housing in a fiscal year, to the extent that admissions of extremely low income families to the BHA's voucher program during a BHA fiscal year exceeds the 75 percent minimum targeting requirement for the BHA's Section 8 Voucher Program. This fungibility provision discretion by the BHA is also reflected in the BHA's Administrative Plan.

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

> The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

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

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

Fungibility shall only be utilized if the BHA is anticipated to fall short of its 40% goal for new admissions to public housing.

Low Income Family Admissions

The BHA will admit only families whose incomes do not exceed 80% of the HUD approved area median income.

H. DECONCENTRATION OF POVERTY AND INCOME-MIXING

The BHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Nothing in the deconcentration policy relieves the BHA of the obligation to meet the income targeting requirement.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Deconcentration and Income-Mixing Goals

The BHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above the BHA's Established Income Range (EIR) to developments below the EIR, and families below the BHA's EIR to developments above the EIR.

Deconcentration applies to transfer families as well as applicant families.

Deconcentration Applicability

The BHA has covered developments (general occupancy, family developments) subject to the deconcentration requirement. These covered developments are described in the BHA Plan.

Project Designation Methodology

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

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

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

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

The BHA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in the BHA Plan. Any deconcentration policy as needed is described in the BHA Plan.

Deconcentration Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the BHA Plan, the BHA shall list these covered developments in the BHA Annual Plan.

The BHA shall adhere to the following policies for deconcentration of poverty and income mixing in applicable developments.

Skipping a family on the waiting list(s) [or transfer list] to reach another family in an effort to further the goals of the BHA's deconcentration policy:

> If a unit becomes available at a development below the EIR, the first eligible family on the waiting list(s) [or transfer list] with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list(s) [or transfer list] with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list(s) [or transfer list] with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list(s) [or transfer list] in preference order regardless of income.
>
> If a unit becomes available at a development above the EIR, the first eligible family on the waiting list(s) [or transfer list] with income below the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list(s) [or transfer list] with income below the EIR will be offered the unit. The process will continue in this order. For the available unit at the development above the EIR, if there is no family on the waiting list(s) [or transfer list] with income below the EIR, or no family with income below the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list(s) [or transfer list] in preference order regardless of income.
>
> Skipping of families for deconcentration purposes will be applied uniformly to all families.
>
> Whenever there is a rehabilitated unit available (not applicable to PBV units), BHA will first accommodate its residents in need of a unit transfer who are under housed, over housed, and/or for reasonable accommodations. These residents must be in good standing with the BHA (Credit and Unit Inspections) to be eligible for a transfer. If there are no residents eligible for a transfer, BHA will then proceed to find higher income families from our Public Housing waiting list(s).

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Higher income families will not make more than the income limits for this program but not less than the very low income limit.

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

The BHA shall establish a preference for admission of working families in covered developments below the EIR.

The BHA shall target investment and capital improvements toward covered developments below the EIR to encourage applicant families whose income is above the EIR to accept units in those developments. These incentives are described in the BHA Plan.

Deconcentration Compliance

If, at annual review, the average incomes at all general occupancy developments are within the Established Income Range, the BHA will be considered to be in compliance with the deconcentration requirement.

I. PROMOTION OF INTEGRATION

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

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

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

J. REMOVAL FROM WAITING LIST(S) AND PURGING

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

If an applicant fails to respond within 15 working days s/he will be removed from the applicable waiting list(s). 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(s) for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.

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

The BHA allows a grace period of 15 working days after completion of the purge. Applicants who respond during this grace period will be reinstated.

The BHA will give written notification to all applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list(s).

Applicants are notified with confirmation of the BHA's receipt of their application that they are responsible for notifying the BHA within 15 working days, if they have a change of address.

K. OFFER OF ACCESSIBLE UNITS

The BHA has units designed for persons with mobility, impairments, referred to as accessible units. The BHA will make accommodation if a request is from an applicant who has either sight or hearing impairments.

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

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

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

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

When offering an accessible/adaptable unit to a non-disabled applicant, the BHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

The BHA will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan. After such point in time, the BHA may approve the family's plan to make physical modifications at the family's expense and consistent with the terms of the Authority's 504 Plan as it relates to tenant modifications.

L. PLAN FOR UNIT OFFERS

The BHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

The BHA will determine how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of project. If a suitable unit is available in:

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For Federal and State Elderly/Young Disabled and Federal Family

Three or more locations: The applicant will be offered a unit in the location with the highest number of vacancies for which they meet the unit's program requirements. If the offer is rejected, the applicant will be offered a suitable unit in the location with the second highest number of vacancies. If that unit is rejected, the applicant will be placed at the bottom of the waiting list(s) and the application date will change to current date. If applicant refuses a third unit after being placed at the bottom of the waiting list(s), then the applicant will be removed from the waiting list(s). The applicant must wait 12 months before applying for public housing program.

Two locations: The applicant must be offered a suitable unit in the location with the higher number of vacancies. If the offer is rejected, a final offer will be made at the next available unit at either location. . If that unit is rejected, the applicant placed at the bottom of the waiting list(s) and the application date will change to current date. If applicant refuses a third unit after being placed at the bottom of the waiting list(s), then the applicant will be removed from the waiting list(s). The applicant must wait 12 months before applying for public housing program.

For Family/Moderate (State)

The applicant must be offered a suitable unit in the location with the higher number of vacancies. If the offer is rejected, a final offer will be made at the next available unit at either location. . If that unit is rejected, the applicant placed at the bottom of the waiting list and the application date will change to current date. If applicant refuses a third unit after being placed at the bottom of the waiting list, then the applicant will be removed from the waiting list. The applicant must wait 12 months before applying for public housing program.

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

The BHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

M. CHANGES PRIOR TO UNIT OFFER

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

N. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer the BHA will:

- Remove the applicant's name from the waiting list(s).

Removal from the waiting list(s) means:

The applicant must wait 12 months before reapplying for the public housing program.

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O. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within 5 working days of the date the offer is made. If unable to contact an applicant by telephone, the BHA will send a letter.

Applicants Unable to Take Occupancy

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

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

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

Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;

Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;

The family demonstrates to the BHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed 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. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

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

The unit is inappropriate for the applicant's disabilities.

Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The BHA shall not lease a unit to a family whose occupancy will overcrowd or underutilized the unit.

The family will take the appropriate place on the waiting list(s) according to the date they first applied.

P. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list(s).

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If the unit offered is refused for other reasons, the BHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by the BHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list(s), or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

The BHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The BHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

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

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

One bedroom will generally be assigned for every two family members. The BHA will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.

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

- Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.
- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6).
- Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

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- 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 who will be absent most of the time, such as a member who is away in the military.

Single person families shall be allocated either an efficiency or one bedroom, as available.

The living room will not be used as a bedroom except for purposes of reasonable accommodation.

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	8	10
6 Bedrooms	10	12

B. EXCEPTIONS TO OCCUPANCY STANDARDS

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

Applicants may request to be placed on the waiting list(s) for a unit size smaller than designated by the occupancy guidelines, as long as the unit is not overcrowded according to local codes. The family must agree not to request a transfer until their family composition changes / they have occupied the unit for 1 year.

At the BHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the BHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier, or live in a preferred project.

For a three person family that includes two adults and an infant, the BHA may allow the family to lease a one bedroom unit in a desired general occupancy project.

However, the BHA will not lease a one bedroom unit to a three person family that includes two adults and an adolescent or teenager.

In cases such as those above, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an

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increase in family size the family agrees that they are not eligible for transfer to a larger unit for at least 1 year.

The BHA may offer a family a unit that is larger than required by the BHA's occupancy standards, if the waiting list(s) is short of families large enough to fill the vacancy.

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

The family may request to be placed on a larger bedroom size waiting list(s) than indicated by the BHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the BHA before the family is placed on the larger bedroom size list. The BHA will consider these requests:

Person with Disability

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

Other Circumstances

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

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.

Requests based on health related reasons must be verified by a knowledgeable licensed professional or social service professional.

The BHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

All members of the family residing in the unit must be approved by the BHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the BHA within 10 days.

To avoid vacancies, the BHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS

See Chapter on Tenant Selection and Assignment.

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In order to attract higher income families to lower income developments, the following specialized occupancy standards will be applied to families above the Established Income Range willing to move into developments below the Established Income Range, as described in the BHA Plan:

BHA will allow one child per bedroom for every child over the age of 14.

Whenever there is a rehab unit available, BHA will first accommodate its residents in need of a unit transfer who are under housed, over housed, and/or for reasonable accommodations. These residents must be in good standing with the BHA (Credit and Unit Inspections) to be eligible for a transfer. If there are no residents eligible for a transfer, BHA will then proceed to find higher income families from our Public Housing waiting list(s).

Higher income families will not make more than the income limits for this program but not less than the very low income limit.

D. ACCESSIBLE UNITS

The BHA has units designed for persons with mobility impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

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

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

E. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

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

See chapter on Recertifications for changes in unit size for tenants.

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Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

INTRODUCTION

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 deductions 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, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now give BHAs' broader flexibility. The BHA's policies in this Chapter address those areas that allow the BHA 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. MINIMUM RENT

The minimum rent for this BHA is $50.00. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by the BHA

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

The BHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The BHA will review all relevant circumstances brought to the BHA's attention regarding financial hardship as it applies to minimum rent. The following section states the BHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

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BHA Procedures for Notification to Families of Hardship Exemptions

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

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

The BHA will notify all families at time of lease-up of their right to request a minimum rent hardship exemption.

The Public Housing Coordinator will document in the family's file that the family has been notified of their right to request a minimum rent hardship exemption.

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

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

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

Requests for minimum rent exemption will be accepted by the BHA from the family in writing].

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

Exemptions to Minimum Rent

The BHA will immediately grant the minimum rent exemption to all families who request it.

The Minimum Rent will be suspended until the BHA determines whether the hardship is:

Covered by statute

Temporary or long term

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

The BHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD Criteria for Hardship Exemption

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

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

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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

Other circumstances as determined by the BHA, HUD, State DECD or CHFA.

BHA Policy Regarding Hardship Exemption

For purposes of providing the hardship exemption to minimum rent in a fair and consistent manner, the BHA has established policy regarding the above-mentioned HUD criteria.

"Loss of employment" is

defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment.

"Death in the Family." Family, for the purposes of exemption to minimum rent, includes any family member on the public housing.

Financial Hardship Exemption Only Applies to Waiving the Minimum TTP

The financial hardship exemption only applies to the payment of minimum rent (minimum TTP). The exemption does not apply to the other elements used to calculate the Total Tenant Payment. When the family is granted the financial hardship exemption, the family's TTP shall be the greater of:

30 percent of monthly adjusted income

10 percent of monthly income

Temporary Hardship

If the BHA determines that the hardship is temporary (less than 90 days), a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

Repayment Agreements for Temporary Hardship

The BHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes the BHA money for rent arrears incurred during the minimum rent period, the BHA will calculate the total amount owed and divide it by 6 o arrive at a reasonable payment

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increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

The BHA will not enter into a repayment agreement that will take more than 6 months to pay off.

If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the BHA will reevaluate the family's ability to pay the increased rent amount and:

> Determine that the repayment agreement is a financial hardship to the family and if so restructure the existing repayment agreement.

The BHA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the BHA."

Retroactive Determination

The BHA will reimburse the family for minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exemptions.

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

The BHA will not provide a cash refund for amounts owed to the family which are less than $50.00.

B. INCOME AND ALLOWANCES

Income: The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)

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

The BHA offers the following permissive deductions to annual income in order to promote economic self-sufficiency, to the extent these amounts have not already been deducted from annual income or reimbursed to the family from other sources:

> Premiums for health insurance.

Allowable Deductions

HUD has five allowable deductions from Annual Income:

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

2. "Elderly" allowance: $400 per household for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]

The BHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The BHA will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. The BHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is the BHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income exclusion.

1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

The first type of training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

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Classroom training in a specific occupational skill;

On-the-job training with wages subsidized by the program, or

Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

2. Training Income Exclusions prior to September 30, 1999

This training program is specific to public housing residents only and the regulation requires it to include specific features. This training program offers public housing residents the exclusion of incremental income while in the training program and for 18 months following the start of their first job.

The BHA will determine that this training program has all five components required by HUD. It must:

be a program providing employment training and supportive services;

be authorized by a Federal, State or local law;

be funded by the Federal, State or local government;

be operated or administered by a public agency; and

have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualify as a 5.609 (c)(13) program, the employment training program must offer the resident at least one of the following supportive services:

child care;

transportation;

personal welfare counseling (family/parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling);

health care services (including outreach and referrals);

youth leadership skills; youth mentoring.

For purposes of the 5.609 (c) (13) exclusion and public housing particularly, Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion

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period.

Exclusion Period

The exclusion period is defined as the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 18-month exclusion period runs continuously from the date the first job begins. If the resident switches to a second job during the 18-month period the exclusion continues.

If the resident has a break in employment during the 18-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment training program, and who began employment while still an applicant and before coming into public housing, is entitled to the 18-month exclusion beginning with the date he/she became employed until the remainder of the 18 months.

If the family member is terminated from employment with good cause, the exclusion period shall end.

Components Applicable to All Training Programs

In either program (24 CFR 5.609 (c) (8)(v) and (c) (13)) and at all times the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits,* is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

Who is Eligible for the Exclusion

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

Verification

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Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

Employment Before Completion of Training Program

A resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income.

"Substantial completion" of a training program will be completion of 75% of the program.

If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they complete the training program.

The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

Other Factors to Be Considered

The 18-month exclusion also applies to residents with an FSS escrow account. A decrease in attributable income may mean that the FSS escrow account deposits would be decreased or eliminated for a period of time.

For self-employed residents, the BHA will exclude only the net income of a resident when factoring the earnings.

If a resident has no income the day they enter a training program, but has a history of employment in the past, the BHA will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining incremental earnings. Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

If more than twelve months go by before the resident starts their first job, the earnings from that job will be counted in full.

The resident is required to notify the BHA within ten working days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The BHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify the BHA within ten working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins and continuing for

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a cumulative 12-month period. After the family receives 12 cumulative months of the full exclusion, annual income will include a BHAse-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;

2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500.

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

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

Amounts to be excluded are any earned income increases of a family member during 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 of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the 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 of a qualified family is first employed or the family member first experiences an increase in employment income, the BHA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

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Second Twelve-Month Exclusion:

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the BHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member 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. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of BHAse-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 exclusion).

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

Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]:
If a tenant meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, the BHA shall not deny a tenant the disallowance based on receipt of the earlier 18-month exclusion.

Applicability to Child Care and Disability Assistance Expense Deductions:

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

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

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

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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 period began

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

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

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

The BHA 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 families residing in public housing, and therefore does not apply for purposes of admission (including the determination of income eligibility or any income targeting that may be applicable).

E. INDIVIDUAL SAVINGS ACCOUNTS

The BHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

F. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

G. WAGES FROM EMPLOYMENT WITH THE BHA OR RESIDENT ORGANIZATION

Upon employment with the BHA or officially-recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

H. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months because the family reports little or no income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), or BHA believes that past income is the best

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available indicator of expected future income, the BHA will use past actual income received or earned within the last 12 months of the determination date to calculate annual income. [24 CFR 5.609(d)].

The method used depends on the regularity, source and type of income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file.

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

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

I. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 6 months and Undergo an interim recertification every 6 months.

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

The BHA will request State Department of Labor income inquiry for all adult members of families that report zero income.

Where DOL reports show unreported income, the BHA will take action to investigate the possibility of fraud or program abuse.

J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the BHA will calculate the Total Tenant Payment by:

1. Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

2. Excluding the income and deductions of the member if his/her income goes directly to the facility.

3. Calculating the income by using the following methodology and using the income figure which would result in a lower payment by the family:

   Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

K. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a) (7)]

Regular contributions and gifts received from persons outside the household are counted as

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income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift, unless the amount is less than $100 per year. 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 Chapter on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, the BHA will make inquiry of the family about contributions and gifts.

L. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

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

If the amount of child support or alimony received is less than the amount awarded by the court, the BHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

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

The BHA 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 copy of the divorce decree.

M. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(4 and 5), (c)(3 and 14)]

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

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The BHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

The BHA will calculate prospectively if the family reported the payment within ten days and retroactively to date of receipt if the receipt was not reported within that time frame.

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The BHA will calculate retroactively if the receipt was not reported for one recertification.

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 BHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

At the next annual recertification, the BHA will apply the percentage balance (75% in this example) 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 that occur prior to the next annual recertification.

If amortizing the payment over one year will cause the family to pay more than 50% of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, the BHA and family may enter into a Repayment Agreement, with the approval of Executive Director or Director of Housing Services], for the balance of the amount over the 50% calculation. The beginning date for this Repayment Agreement will start as soon as the one year is over.

Retroactive Calculation Methodology

The BHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The BHA 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 BHA.

The family **must pay** this "retroactive" amount to the BHA in a lump sum.

At the BHA's option, the BHA may enter into a Repayment 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.

N. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

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After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The BHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The BHA will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years.

Assets disposed of as a result of foreclosure or bankruptcies 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 BHA's minimum threshold for counting assets disposed of for less than Fair Market value is $5,000. If the total value of assets disposed of within the two-year period is less than$5,000, they will not be considered an asset.

P. CHILD CARE EXPENSES

Un-reimbursed child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training.

In the case of a child attending private school, only before or after-hours care can be counted as child care expenses.

If a tenant is eligible for the earned income disallowance, the amount of deduction for child care expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the child care expense deduction.

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

The abuser in a documented child abuse situation, or

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

Child care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the BHA's jurisdiction.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for child care may not exceed the

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number of hours the family member is attending school (including two hours travel time to and from school).

Q. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be prescribed by a doctor or licensed health professional in order to be considered a medical expense.

Acupressure, acupuncture and related herbal medicines will not be considered allowable medical expenses.

Chiropractic services will be considered allowable medical expenses.

R. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated TTP Calculation for Mixed Families

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

Prorated Flat Rent for Mixed Families

The BHA has no public housing units in which the applicable Maximum Rent is greater than the flat rent. Therefore, if the Mixed Family chooses flat rent, the family will pay the flat rent for the unit.

S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

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The BHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the BHA 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 a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

A situation where a family member has not complied with other welfare agency requirements.

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 BHA 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 welfare agency, at the request of the BHA, will inform the BHA 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.

Cooperation Agreements

The BHA has an unwritten cooperation agreement in place with the local welfare agency that assists the BHA in obtaining the necessary information regarding welfare sanctions.

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The BHA has taken a proactive approach to culminating an effective working relationship between the BHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The BHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the BHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant and the utility company.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

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 the cost of utilities and ensures adequate heat in the winter. If the family is receiving TANF, the BHA will encourage the family to consider a vendor payment plan for rent and utilities.

When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that the BHA will be notified if the resident fails to pay the utility bill.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

U. EXCESS UTILITY PAYMENTS

Residents in units where the BHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

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V. FAMILY CHOICE IN RENTS

Authority for Family to Select

The BHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The BHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the BHA.

Annual choice: The BHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent.

Allowable Rent Structures

Flat Rents

The BHA has established, for each dwelling unit in public housing, a flat rent amount for the dwelling unit, which:

> Is based on the rental value of the unit, as determined by the BHA; and
>
> Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The rental policy developed by the BHA encourages and rewards employment and self-sufficiency.

The BHA's methodology used to establish flat rents is described in the BHA Plan.

The BHA shall review the income of families paying flat rent not less than once every three years. Family composition will be reviewed annually for all families, including those paying flat rent.

Income-Based Rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the BHA, that does not exceed the greatest of the following amounts:

> 30 percent of the family's monthly adjusted income;
>
> 10 percent of the family's monthly income; or

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Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay the BHA's flat rent, the BHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

> Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
>
> An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and
>
> Such other situations as may be determined by the BHA.

All hardship situations will be verified.

Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

Annual Reexamination

120 days in advance of the annual reexamination, the family will be sent a form from the BHA, on which the family will indicate whether they choose flat rent or income-based rent. The BHA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.

> If the family indicates they choose flat rent, the family will fill out and return a BHA form to certify family composition. This form will be retained in the tenant file.
>
> If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to BHA policy.

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Chapter 7

VERIFICATION PROCEDURES

[24 CFR, Part 5, Subpart B; 24 CFR 960.259]

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the BHA. Applicants and program tenants must furnish proof of their statements whenever required by the BHA, and the information they provide must be true and complete. The BHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains the BHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The BHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The BHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. **Third-Party Written**: The BHA's first choice is a written third party verification to substantiate claims made by an applicant or resident.
2. **Third-Party Oral**: The BHA may also use telephone verifications.
3. **Review of Documents**: The BHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
4. **Family Certification**: A notarized family certification will be accepted when no other form of verification is available.

If third party verification is not received directly from the source, BHA staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.) (See Chapter on Applying for Admission.)

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For applicants, verifications may not be more than 60 days old at the time of a unit offer. For tenants, they are valid for 30 days from date of receipt.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 30 calendar days.

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 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 BHA will compare the information to any documents provided by the Family. If provided by telephone, the BHA 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 60 days, the BHA will utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The BHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs only if third party employer verification is not available.

Computer printouts from the employer

Signed letters on company letterhead or if individual it must be notarized and confirmed by telephone.

Other documents noted in this Chapter as acceptable verification

The BHA will accept faxed documents.

The BHA will accept photocopies but must see original for verification.

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If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the BHA will utilize the third party verification.

State of Connecticut, Department of Labor verification.

Self-certification/Self-declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit self-certification.

Self certification means a notarized statement, affidavit/certification/statement under penalty of perjury.

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B. RELEASE OF INFORMATION

All adults, and head of house and spouse regardless of age, are required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the BHA or HUD.

C. COMPUTER MATCHING

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by BHAs on the 50058 form. HUD can disclose Social Security information to BHAs, but is precluded by law from disclosing Federal tax return data to BHAs. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the BHA (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the BHA in writing that the family has been advised to contact the BHA. HUD will send the BHA a list of families who have received "income discrepancy" letters.

When the BHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the BHA will:

> Wait 40 days after the date of notification before contacting tenant.
>
> After 40 days following the date of notification, the BHA will contact the tenant by mail asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

The BHA will fully document the contact in the tenant's file, including a copy of the letter to the family and written documentation of any phone call.

When the family provides the required information, the BHA will verify the accuracy of the income information received from the family, review the BHA's interim recertification policy, will identify unreported income, will charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.

If the amount of rent owed to the BHA exceeds $1000 due to tenant fraud, the BHA will seek to terminate assistance.

<u>If tenant fails to respond to BHA</u>:

> The BHA will ask HUD to send a second letter.

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After an additional 40 days, the BHA will ask HUD to send a third letter.

After an additional 40 days, the BHA will send a letter to the head of household, warning of the consequences if the family fails to contact the BHA within two weeks.

If tenant claims a letter from HUD was not received:

The BHA will ask HUD to send a second letter with a verified address for the tenant.

After 40 days, the BHA will contact the tenant family.

If the tenant family still claims they have not received a letter, the BHA will ask HUD to send a third letter.

After an additional 40 days, the BHA will set up a meeting with the family to complete IRS forms 4506 and 8821.

If the tenant family fails to meet with the BHA or will not sign the IRS forms, the BHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the BHA and/or sign forms.

If tenant does receive a discrepancy letter from HUD:

The BHA will set up a meeting with the family.

If the family fails to attend the meeting, the BHA will reschedule the meeting.

If the family fails to attend the second meeting, the BHA will send a termination warning.

The family must bring the original HUD discrepancy letter to the BHA.

If tenant disagrees with the Federal tax data contained in the HUD discrepancy letter:

The BHA will ask the tenant to provide documented proof that the tax data is incorrect.

If the tenant does not provide documented proof, the BHA will obtain proof to verify the Federal tax data using third party verification.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Zero income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

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.

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Child care expense where it allows an adult family member to be employed, seek employment 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 that allow an adult family member to be employed.

Legal Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 6 years of age or older or certification that a family member does not have a Social Security Number.

Preference status, based upon BHA preferences.

Familial/Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the methods the BHA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Last ten weeks of earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.

3. W-2 forms plus income tax return forms.

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4. Self-certification along with income tax returns signed by the family will be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the BHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on **a** case-by-case basis.

Social Security, Pensions, Supplemental Security Income (SSI), Disability Income

Acceptable methods of verification include:

1. Benefit verification form completed by agency providing the benefits

2. Computer report electronically obtained or in hard copy.

3. Award or benefit notification letters prepared [and signed] by the providing agency.

Unemployment Compensation

Acceptable methods of verification include:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts

2. Verification form completed by the unemployment compensation agency.

3. Payment Stubs only if third party employer verification is not available.

Welfare Payments or General Assistance

Acceptable methods of verification include:

1. BHA verification form completed by payment provider.

2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

3. Computer-generated Notice of Action.

4. Computer-generated list of recipients from Welfare Department.

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Alimony or Child Support Payments

Acceptable methods of verification include:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules and/or letter from state agency verifying income/payments.

2. If payments are irregular, the family must provide:

   A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

   A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

   A welfare Notice of Action showing amounts received by the welfare agency for child support.

   A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the BHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

   Schedule C (Small Business)

   Schedule E (Rental Property Income)

   Schedule F (Farm Income)

   If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.

3. Credit report or loan application.

4. Family's self-certification/notarized statement as to net income realized from the business during previous years.

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Child Care/Cleaning Business

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/tenant is operating a "cash and carry" operation (licensed or not), the BHA will require the applicant/tenant to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a notarized statement that contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

The BHA will request information from the State Department of Labor.

The BHA will request IRS information from the family.

The BHA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

Full-Time Student Status

Only the first $480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

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School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

Verification of Income Exclusions

The BHA will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions are not possible or practical, a review of documents or notarized self certification will be obtained.

Exclusions from income that must be verified and reported on the 50058 include the following:

Expenditures for business expansion.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

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

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by the resident for performing a service for the BHA, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse residents for expenses for serving as members of the BHA governing board or commission.

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

The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, the BHA may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

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Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Food stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Non-recurrent, short-term benefits under TANF assistance that:

> Are designed to deal with a specific crisis situation or episode of need;
>
> Are not intended to meet recurrent or ongoing needs; and
>
> Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

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Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Child care arranged or provided under the Child Care and Development Block Grant Act.

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

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain sub marginal land or the United States that is held in trust for certain Indian tribes.

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

The first $2000 of per capita shares from judgement funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.

The first $2000 of income received by individual Indians derived from interests or trust or restricted land.

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

Full amount of student financial assistance and paid directly to the student or to the educational institution.

Temporary, nonrecurring or sporadic income (including gifts).

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Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

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

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

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 any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal 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 program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payments.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

F. INCOME FROM ASSETS

Acceptable methods of verification include:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or BHA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

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3. IRS Form 1099 from the financial institution, provided that the BHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

4. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The BHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

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Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the BHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number and schedule of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical and Disability Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with disabilities will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, BHArmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

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A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. BHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The BHA will use mileage at the IRS' rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

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I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the BHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of Birth, naturalization papers

Church issued baptismal certificate

Current, valid Driver's license

U.S. military discharge (DD 214)

U.S. passport

Voter's registration

Department of Motor Vehicles Identification Card

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth

Adoption papers

Custody agreement

Health and Human Services ID

School records

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

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Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth Certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Credit reports showing relationship

Split Households: Domestic Violence

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's office

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the BHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

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Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

* If no other proof can be provided, the BHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The BHA may verify changes in family composition (either reported or unreported) through three or more of the following: letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the BHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The BHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the BHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

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Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular recertification after June 19, 1995. BHAs that previously elected to "opt out" must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial BHA does not supply the documents, the BHA must conduct the determination.

Extensions of Time to Provide Documents. The BHA willgrant an extension of 60 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The BHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list(s).

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

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If a family member cannot produce a Social Security Card, then three of the following documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A valid driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade union

An identification card issued by a medical insurance company

Earnings statements or payroll stubs

Bank Statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Life insurance policies

Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records)

Verification of benefits or SSN from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the BHA.

If an applicant or tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or tenant must sign a certification to that effect provided by the BHA. The applicant/tenant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the BHA may grant an extension for an additional **[number up to 60]** days up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

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Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

Bristol Housing Authority and Other **HA**s' (to whom the family may owe debt)

(See chapter on Eligibility.)

Ability to meet financial obligations under the lease

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

The BHA will access a Credit Report on all applicants prior to selection.

The BHA will determine if applicants owe any monies from previous tenancy or participation in any HUD housing program.

The BHA will independently verify the rent-paying history of all applicants for the previous 5 ears directly with the landlord(s).

Drug-related or violent criminal activity

The BHA will complete a criminal background check of all applicants [including other adult members in the household], or any adult member for which criminal records are available.

Housekeeping

The BHA will obtain references from prior landlords for the previous 5 years to determine acceptable housekeeping standards.

Applicants will be required to attend orientation classes as a condition of admission.

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K. VERIFICATION OF WAITING LIST(S) PREFERENCES [24 CFR 960.206]

Local Preferences

1. Residency Preference: For families who live, work or have been hired to work in the jurisdiction of the BHA. (5 points)

   In order to verify that an applicant is a resident, the BHA will require a minimum of three of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

   * For families who have been hired to work in jurisdiction of the BHA, a statement from the employer will be required.

2. Involuntary Displacement (3 points)

   Involuntary displaced applicants are applicants who have been involuntarily displaced and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six months from the date of [preference status certification by the family][verification by the BHA].

   Families are considered to be involuntarily displaced if they are required to vacate housing as a result of the following situations.

   (a) A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.

   (b) Federal, state or local government action related to code enforcement, public improvement or development.

   (c) Action by a housing owner which is beyond an applicant's ability to control, and which occurs despite the applicant's having met all previous conditions of occupancy and is other than a rent increase.

   If an owner is an immediate family relative and there has been no previous rental agreement and the applicant has been prt of the owner's family immediately prior to application, the applicant will not be considered involuntarily displaced.

   For purposes of this definition element, reasons for an applicant's having to vacate a housing unit including, but are not limited to:

   Conversion of an applicant's housing unit to non-rental or non-residential use.

   Closure of an applicant's housing unit for rehabilitation or non-residential use.

   Notice to an applicant that s/he must vacate a unit because the owner wants the unit for the owner's personal or family use of occupancy.

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Sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred.

Any other legally authorized act that results, or will result, in withdrawal by the owner of the unit or structure from the rental market.

(d) Displacement by non-suitability of the unit when a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make changes to the unit.

Critical elements are:

entry and egress of unit and building

a sleeping area

a full bathroom

a kitchen if the person with a disability must do their own food preparation

other - list.

(e) Due to HUD disposition of a multi-family project under Section 203 of the Housing and Community Development Amendment Act of 1978.

3. Elderly Preference (5 points)

4. U.S. Citizen or Households with Eligible Status (1 point)

5. Targeting/Deconcentration (1 point)

6. Victims of Domestic Violence (VAWA) (11 points)

7. Homeless (10 points)

8. Non-elderly Disabled (6 points)

9. Those enrolled currently in educational, training, or upward mobility program (3 points)

10. Overcrowding (2 points)

11. Veterans (1 point)

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Chapter 8

TRANSFER POLICY

INTRODUCTION

The transferring of families is a very costly procedure, both to the BHA and to the families. However, it is the policy of the BHA to permit a resident to transfer within or between housing developments when it is to the family's advantage to do so; when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of the BHA. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

A. GENERAL STATEMENT

It is the policy of the BHA to require or permit resident transfers, within and/or between BHA public housing developments for the following reasons:

To abate dangerous and/or substandard living conditions.

To abate emergency life-threatening living conditions caused by third-party criminal activity;

To accommodate verified physical conditions caused by long-term illness and/or disability; and

To accommodate resident families that are determined to be over- or under-housed by virtue of their family size.

A family may request and may be approved to transfer for valid and certifiable reasons such as enabling the family to:

Move into a lower income public housing development (for a higher-income family)

Move from a non-elevator development into an elevator development or a non-accessible to an accessible unit as available on first come, first served basis.

The BHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

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B. ELIGIBILITY FOR TRANSFER

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation or Reasonable Accommodation request to the BHA, to substantiate their request, and must be in good standing with the BHA.

Families transferring to another development must have paid the security deposit in full at the losing development. Prior to approval for transfer, an inspection will be made to access damages, other than normal wear and tear. An estimate of damages will be calculated and the resident will be responsible to pay prior to transfer being approved. Any additional move-out charges will be posted to the new unit.

Except in emergency situations, transfers will be avoided when the family is:

- Delinquent in its rent;
- In the process of reexamination to determine rent and eligibility; or
- About to be asked to move for reasons other than non-payment of rent.

- Not in good standing with the BHA due to rental history or a history of disturbances.

The BHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

C. PRIORITY OF TRANSFERS

The Transfer Waiting list(s) will be maintained in rank order according to the following priorities:

Emergency

- Executed within 48 hours of documentation, verification and approval

- Transfer will be within the housing development unless emergency transfer cannot be accomplished in this manner, except no transfer from state to federal property.

- Ratio of transfers to waiting list(s) applicants not applicable

- Emergency transfers are initiated by the BHA.

Medical hardship and accessibility

Executed within 90 days of documentation, verification and approval, unless unit is not available.

Transfer will be within the housing development unless appropriate unit is not available to meet the family's needs within the development, except no transfer from state to federal property.

Ratio of transfers to waiting list(s) applicants not applicable.

- Medical hardship and accessibility transfers are initiated by written family request.

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Under-housed (Overcrowded)

- Executed when family's name reaches the top of transfer list and authorized unit available

- Transfer will be within the housing development unless size and type of unit required does not exist within that development's inventory, except no transfer from state to federal property.

- Transfers are initiated by [written family request.

Transfers will be done on a case by case basis in the order of the transfer waiting list(s) as long as it does not impose a hardship on the Housing Authority.

Over-housed

Executed when family's name reaches top of transfer list and authorized unit available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory, except no transfer from state to federal property.

Ratio of transfers to waiting list(s) applicants not applicable.

Transfers are initiated by written family request.

Family above the Established Income Range moving into a development below the Established Income Range, or vice versa

Executed when the first family on the transfer list above the EIR is needed to move into a development below the EIR, or vice versa.

The BHA does not offer incentives for families above the EIR to move into a development below the EIR, or vice versa.

The BHA will not take any adverse action against any transfer family above the EIR declining an offer by the BHA to move into a development below the EIR, and vice versa, except that the BHA has the right to uniformly limit the number of transfer offers.

Whenever there is a rehab unit available, BHA will first accommodate its residents in need of a unit transfer who are under housed, over housed, and/or for reasonable accommodations. These residents must be in good standing with the BHA (Credit and Unit Inspections) to be eligible for a transfer. If there are no residents eligible for a transfer, BHA will then proceed to find higher income families from our Public Housing waiting list(s).

Higher income families will not make more than the income limits for this program but not less than the very low income limit.

D. EMERGENCY TRANSFER

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The BHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, carelessness or negligence on the part of the resident or a member of the resident's household.

E. SPECIAL CIRCUMSTANCES TRANSFER

The BHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled.

In such cases the family may only be offered temporary relocation if allowed under Relocation Act provisions and may be allowed to return to their unit once rehabilitation is complete.

There is a reasonable fear of direct violence against the resident. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.

The BHA will seek input from local law enforcement regarding all requests for transfers due to threat of violence.

Transfers due to threat of violence shall have priority over other transfers except for emergency transfers.

The BHA has a need, at the discretion of the Executive Director's to transfer the resident family to another unit and the resident voluntarily agrees to such transfer.

F. MANDATORY TRANSFERS

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The BHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list(s).

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, the BHA will evaluate the reason for the refusal and determine if it is one of good cause. If the BHA determines that there is no good cause, the BHA will begin lease termination proceedings.

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The BHA will consider the living area for occupancy standards so that the family may avoid losing their assistance.

The BHA will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have ten working days from the issue date of the Notice to Terminate to request an informal conference.

The Executive Director has the authority to suspend the mandatory transfer policy for ten working days should the resident request such time as to provide sufficient information to the BHA to support the family's position.

G. NON-MANDATORY TRANSFERS

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

Transfers will be done on a case by case basis in the order of the transfer waiting list(s) as long as it does not impose a hardship on the BHA.

If a family is on an inventory-wide transfer list and refuses an offered unit, they will be removed from the transfer list.

H. MOVING COSTS

The resident, except when the transfer is due to un-inhabitability, through no fault of the resident, or when the transfer is due to the need of the BHA, will pay all moving costs related to the transfer.

In the case of transfers due to threat of violence, the BHA will determine on a case-by-case basis whether the resident shall be responsible for moving costs.

I. SECURITY DEPOSITS

The family will be required to pay a new deposit and upon acceptance of a unit will be informed of the manner in which it is to be paid.

The BHA will require a new security deposit of all families.

Security deposits will always be paid to residents when transferred from the losing development to the gaining development minus any damage or cleaning charges applicable to the losing unit.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment.

A transfer between developments will be considered a move-out and the security deposit plus interest will be reimbursed. Unpaid balances and damages will be deducted from the security deposit at that time. A new security deposit will be required for the new unit.

BHA will hold this security deposit for the period that you occupy the unit. We will hold your security deposit and pay interest on it in accordance with State law. After you have moved from

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the unit, BHA will determine whether you are eligible for a refund, plus interest, of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

a. You will be eligible for a refund of the security deposit only if you provided BHA with the 30 days written notice of intent to move, unless you are unable to give the notice for reasons beyond your control.

b. After you have moved from the unit, BHA will inspect the unit and complete another Unit Inspection Report. BHA will permit you to participate in the inspection, if you so request.

c. If the unit is rented by more than one person, the tenants agree that they will work out the details of dividing any refund among themselves. BHA may pay the refund to any tenant identified in paragraph III of the lease.

J. PROCESSING TRANSFERS

Transfers will be processed as follows

> The resident will be informed that once the family has leased up and been issued the keys, the family will be charged rent on both units until the keys from the old unit are turned in with the exception of one day at the rental rate of the old unit. Note: this is in case a change in income has occurred since the last reexamination.

Both losing and gaining developments involved must have a definite agreement as to when the losing development will move the resident out and the gaining development will move the resident in.

Losing Developments

Transfers to other developments will be processed in the same manner as move-outs. The name of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a transfer move-out on the Project Daily Report.

Gaining Developments

Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit. The name of the transferred resident and the name of the development s/he transferred from, with other required information, will be reported as a transfer move-in.

The transferred resident, between public housing projects, does not have to meet the admission eligibility requirements pertaining to income or preference.

K. TRANSFER REQUEST PROCEDURE

Residents requesting transfer to another unit or development will be required to submit a written request or transfer form.

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Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. The Director of Housing Services will evaluate the request to determine if a transfer is justified and make a recommendation to the Executive Director for approval/disapproval.

Residents applying for a transfer will be interviewed by the Director of Housing Services to determine the reason for the request and to determine whether a transfer is justified.

If the interview reveals that there is a problem at the family's present site, the Director of Housing Services will address the problem and until solved to the Director of Housing Service's satisfaction, the request for transfer will be denied.

The Director of Housing Services' endorsement will be completed and the original of the written Request for Transfer form will be reviewed by the Executive Director for approval/disapproval.

The approved request for transfer form will be kept in a file arranged in chronological order by bedroom size.

Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows the BHA to easily distinguish between those that are not mandatory.

If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list.

The resident will be informed of the security deposit procedures.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.

NOTE: A transfer will require good coordination and communication between the gaining and losing developments.

L. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

Residents who have had a change in income since the last reexamination will have their rent set at the applicable amount beginning with the first day of the new lease.

A resident will pay the same rent at the gaining development as s/he paid at the losing development during the month of the transfer. If warranted, the resident's rent will be adjusted by the gaining development to be effective the first of the month following the month of the transfer.

The BHA will notify the resident of the rent change by mail.

M. REEXAMINATION DATE

The date of the transfer does not change the reexamination date.

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The gaining development should be certain that the annual review is properly scheduled to give the staff time to redetermine rent in order to meet the established reexamination date.

An interim examination, verifying income only, will be conducted at the time of lease up and the family will have a new reexamination date.

Chapter 9

LEASING

[24 CFR 966.4]

INTRODUCTION

It is the BHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the BHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Prior to execution of the lease a BHA representative will provide a lease orientation to the family head and spouse if applicable. The orientation may be conducted with more than one family.

The family must attend an orientation before taking occupancy of the unit.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

A copy of the Lease
A copy of the BHA's lease and grievance procedure
A copy of the site handbook
A copy of the BHA Newsletter

Topics to be discussed will include, but are not limited to:

Applicable deposits and other charges
Provisions of the Lease
Family Choice of Rents
Orientation to the community
Unit maintenance and work orders
Explanation of occupancy forms
Terms of occupancy
Pool policy
Fence policy
Utilities
Service Providers Listing
Tenant Charges
Direct Debit Rent Payments
Procedures for Emergency Calls
Tenant Councils
Satellite Dish Installation Policy
Flag Display Policy
Pet Policies
Air Conditioner Policy
PBVoucher orientation when applicable

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Lawn care
Snow removal

B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement, as described in the chapter on community service.

Because the lease automatically renews for terms of 12 months, an annual signing process is not required.

Lease Agreement

HOUSING AUTHORITY OF THE CITY OF BRISTOL
Bristol, Connecticut

DWELLING LEASE

I. DEFINITION:

A. The term "BHA" means the Housing Authority of the City of Bristol.

B. The terms "you" and "your" mean the resident.

C. The term "apartment" means the dwelling unit at **«Unit_Adrress».**

II. PARTIES AND PREMISES: OCCUPANCY DATE: «Occupancy_Date»

We hereby lease to «Head_of_Household», who accept(s) possession for the members of the household shown in Section III under the terms and conditions stated therein.

III. MEMBERS OF YOUR HOUSEHOLD WHO WILL LIVE IN UNIT:

NAME	RELATIONSHIP	DATE OF BIRTH	SS# (last 4)

No other person may occupy the leased premises overnight for more than fourteen (14) nights in any twelve- (12) month period without our written consent, as provided in this lease. The words "overnight" and "nights," as used in this lease include daylight hours if the person regularly sleeps during the day rather than the night.

IV. TERM OF LEASE:

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We lease the apartment at **«Unit_Adrress»**, **BRISTOL CT 06010** to you beginning **«Lease_Begginning»** and ending on the final day of **«Lease_Ending»**.

A. If your agreed upon move-in date is less than a full month, your first month's rent payment will be pro-rated.

B. At the time you move in, you will be required to make payments by money orders or cashier checks only. Also, if a check with which you have paid your rent is not honored by your bank you will be required to make the reimbursement to BHA by money order or cashier check only. In addition, if a legal action is started against you, all payments to BHA will be by money orders or cashier checks only.

C. Unless you or the BHA terminates this lease, it will automatically renew for one year.

V. RENT PAYMENT:

A. Your monthly rent is based on your income. Based on your income information, the amount of your rent is calculated at **$ «Rent_Amount» per month**. Beginning **«Lease_Begginning»** your rent is due and payable on the first day of each month. BHA requires rent payments to be mailed along with the payment stub in the envelope provided by BHA. A charge of $21.00 will be assessed if the resident fails to follow this procedure. Rents may also be paid on our website www.bristolhousing.org, with a checking or savings account, free of charge.

B. If you fail to pay your rent on or before the tenth day of each month, or at such time as provided by law, we may terminate this lease. A late charge of $25 per month will become due and collectible as part of your rent if you fail to pay your rent by the tenth of each month.

C. If a check with which you have paid your rent is not honored by the bank on which it is drawn, a charge of $25.00 will be added to all sums due from you. A schedule of these charges is available at the BHA office.

D. If your income changes more than $40 either up or down, you may be eligible for a rent adjustment. You must contact the BHA office and bring in verification of the change to your income as soon as it occurs. For State Moderate Income tenants (Zbikowski Park and Dutton Heights) if your income changes more than 10%, either up or down, you may be eligible for a rent adjustment. (Please see Section IX of this Lease).

E. Rent options. Once a year each family has the opportunity to choose between two methods for determining the amount of tenant's monthly rent. These methods are Income Based Rent and/or Flat Rent. The flat rent method is based on the market rent charged for comparable units in the private rental market. It is equal to the estimated rent the BHA could promptly lease the public housing unit for after preparation for occupancy. If you elect this method, the Housing Authority **does not pay** any utility reimbursement. The flat rent option is only available to residents in public housing.

Income-based rent is a rent based upon the family's income and the Housing Authority's rent policies for determination of such rents.

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The Housing Authority will follow the federal regulations governing these methods.

F. At the annual recertification, BHA has the right to not renew the lease if a tenant has more than three late rent payments within a one year period. An exception may be made due to hardship. In the case of hardship, tenant must provide the BHA with proof of such hardship which will be considered on a case by case basis. BHA reserves the right to make the exception at its sole discretion.

VI. EVICTION PROCESS:

Acceptance of use and occupancy payments, after service of a Notice to Quit, shall not constitute a waiver of our rights to terminate the lease.

A. On or after the 11th day of each month, a Notice to Quit is prepared by our Attorney for each tenant who has not paid his or her rent in full by the close of business on the 10th day of each month.

B. Within (2) days after the expiration date of the Notice to Quit, BHA will notify our Attorney to prepare the eviction Writ, Summons & Complaint for all those tenants who have not paid their rent and/or use and occupancy in full by the expiration of the Notice to Quit. The Attorney will forward the Writ, Summons & Complaint to the Marshal for service within one (1) business day of receiving the request.

C. Each Writ, Summons & Complaint served upon a tenant will be filed in the New Britain Housing Court.

D. Once a case is forwarded and pending in Court, it will not be withdrawn unless the tenant pays all rent, use and occupancy, attorneys' fees and other charges, which may be due. All **non-repeat offender t**enants may enter into a written Court judgment incorporating a Stipulation. Each Stipulation will include an obligation for you to repay the rental arrearage, late fees, current use and occupancy, Court costs, Attorney fees and Marshal's fees. Under the Stipulation, you will be required to pay current use and occupancy (rent) by the 10th day of each month and make partial payment toward the rental arrearage each month. Each Stipulation will include an obligation for you to abide by the terms and conditions of the lease.

E. If you fail to appear in Court or refuse to enter into a Stipulation, the Attorney will obtain a default judgment or proceed to trial.

F. After a default judgment is obtained, or you fail to comply with any term of the Stipulation, our Attorney will obtain an eviction order from the Court. The Attorney will then arrange for the State l to serve the eviction order upon you. The Attorney will supply us with a copy of the State l's engagement letter and eviction order. The State Marshal will be instructed to notify us of the date of eviction.

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G. The day the State Marshal is to evict you, BHA will verify that the tenant's account is still delinquent and that the Court has not stopped the eviction order. The Attorney will also notify us if the Court stops the eviction order.

H. Once the State Marshal makes the eviction, they will return the eviction order along with his return of service to the Attorney.

VII. SECURITY DEPOSIT:

You will pay the equivalent of one month's rent as a security deposit. Except for Elderly and/or Disabled tenants in Public Housing, who are not required to pay a Security Deposit. Your security deposit is **$ «Security_Deposit_Amount».** The minimum security deposit is $50.00. BHA will hold this security deposit for the period that you occupy the unit. We will hold your security deposit and pay interest on it in accordance with State law. After you have moved from the unit, BHA will determine whether you are eligible for a refund, plus interest, of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

A. You will be eligible for a refund of the security deposit only if you provided BHA with the 30 days written notice of intent to move required by paragraph XVII, unless you are unable to give the notice for reasons beyond your control.

B. After you have moved from the unit, BHA will inspect the unit and complete another Unit Inspection Report. BHA will permit you to participate in the inspection, if you so request.

C. If the unit is rented by more than one person, the tenants agree that they will work out the details of dividing any refund among themselves. BHA may pay the refund to any tenant identified in paragraph III of the lease.

D. When your lease is at an end, we may use the security deposit to pay for the repair of damages to the apartment caused by you, or any person who was in the apartment with your knowledge. We may also use the security deposit for any rent or other charges in addition to rent, which you owe us when you vacate the apartment. We will notify you in writing of all charges paid out of your security deposit within 30 days of when you vacate and turn in your keys.

E. We will not use the security deposit to pay for rent or other charges while you occupy the apartment.

VIII. UTILITIES:

Utilities to be provided by us are determined in accordance with federal and state laws and regulations.

A. If you live in a federal complex, we will provide the apartment with heat, hot water and in some developments, electricity. If we do not include electricity in your rent, you will be given a utility allowance. You agree to pay for excess utility use, which results from the use of major appliances you own, as well as utility consumption over

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the estimated average. A schedule of these fees and estimated average is available from the BHA office.

B. If you live in a state moderate-income unit, we will not provide the apartment with heat, hot water or electricity. Further, you agree to pay us for water consumption in excess of a rate of 19.78 cubic feet per day. Water consumption will be ascertained by the Water Department of the City of Bristol and charged to us. You will be assessed an excess water charge twice a year.

C. We are not responsible if we fail to furnish utilities for any cause beyond our control.

D. If you fail to pay the utility use, we will treat this as a breach of this lease. ***A utility shut off notice shall be considered a breach of this lease and is grounds for a summary process action to be taken against the tenant.***

1.) ( ) We will not provide the apartment with electricity _____ initials:

2.) ( ) We will not provide the apartment with gas or oil _____ initials.
(For Dutton Heights and Zbikowski Park only)

IX. CHARGE (S) IN ADDITON TO RENT:

A. Charge(s) in addition to rent shall be determined in accordance with federal and state laws and regulations.

B. You will be charged by the BHA for the cost of maintenance and repairs beyond normal wear and tear. You must pay these charges or make arrangements to pay within thirty (30) days after we give you written notice of the charge(s).

C. Maintenance and repair costs shall be determined by a schedule of charges. A copy of the fee schedule for charges in addition to rent is posted and available at the main office for your review. In addition, you will be charged where any action results in excessive utility cost to the BHA (i.e. leaving windows/doors open during the heating season, etc.)

D. If you disagree with a charge in addition to rent, you are entitled to request a grievance hearing in accordance with Section XVIII of this lease, entitled “Grievance Procedures”.

E. If an eviction action is brought against you, but does not get forwarded to Court, you agree to pay attorney’s fees, Court costs, Marshal's fees in addition to use and occupancy, arrearage and any other enforceable charges, i.e. water charges, repairs, etc. as mentioned above in Section VI. d. If you file a grievance and win you will not be liable.

X. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

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A. Once a year, we will conduct a regular redetermination of your rent. We will conduct a physical inspection of the dwelling unit 30 days after your occupancy and at least once a year thereafter.

B. You agree to furnish information and certifications regarding family members and income as may be necessary for us to determine whether you are eligible for public housing, the amount of your rent and the appropriate dwelling size. Failure to provide the information necessary to make these determinations may be just cause for termination of tenancy.

C. You agree to transfer to an appropriate size dwelling unit based on your family's size, upon appropriate notice by us that such a dwelling unit is available. You understand that there shall be no reimbursement for such moving costs.

D. If, upon review, it is found that your income has increased beyond the approved income limits for continued occupancy, we shall require you to pay the income-based rent or the approved flat rent for that unit.

Moderate-income tenants who are found to be over-income will be required to vacate the apartment after receiving a 60-days notice. If the tenant remains in the apartment after the 60 days notice, tenants will be subject to eviction.

F. Further, if upon such review, it is found that the rent charged no longer conforms to the approved rent schedule, the rent shall be adjusted in accordance with the approved rent schedule.

G. In the period between regular redeterminations, you must notify us within thirty (30) days of any material change in family income, employment, size or composition. Failure to notify us shall be deemed a misrepresentation by you and shall be good cause for eviction.

_____

initial

H. Your rent will remain in effect for the period between regular rent redeterminations unless during such period:

(1) Your circumstances change and have continued for at least one month and seem likely to continue for some time so that a decrease in rent is justified pursuant to the Schedule of Rents, or there is a substantial increase in family income or decrease in family size, which would justify an increase in rent.

(2) You begin to get public assistance, or a household member begins to receive public assistance or your public assistance is terminated. Such a change must be reported to us within thirty (30) days of its occurrence.

(3) You misrepresented the facts upon which your rent was calculated, so that your rent has been less than what you should have been paying. In this case, your rent will be raised <u>retroactively</u>.

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I. In the event of any rent adjustment, the BHA will mail or deliver a "Notice of Rent Adjustment" to you. In the case of rent decreases, the adjustment will become effective the first of the following month. In case of rent increases, the adjustment will become effective the first of the second following month, unless the rent increase results from a finding of intentional misrepresentation.

J. If you are residing in a moderate rental development, we will change your rent as approved by the State Department of Economic and Community Development (DECD).

XI. TENANTS RIGHTS TO USE AND OCCUPANCY:

A. You shall have the right to exclusive use and occupancy of the leased premises which shall include reasonable accommodation of your guests or visitors and, with the consent of the BHA, may include care of foster children and live-in care of a member of your family. (Reasonable accommodations not to exceed two (2) weeks per visit for guests or visitors.) Tenant understands that he/she is responsible for the conduct of guests and/or visitors and shall be assessed for any damage caused by visitor and/or guest. Violation of this provision will constitute good cause for eviction.

B. In the event that tenant or household member has a disability, and as a consequence of that disability requires the service of a full time, live-in personal care attendant, the attendant shall be screened in the same manner as an applicant for housing and, if he or she is found to be acceptable, he or she may reside in the premise without being added as a household member. In the event that the care attendant is found unqualified, he or she will be notified by the BHA with detailed reason found in the background investigation.

XII. OBLIGATIONS OF HOUSING AUTHORITY:

A. The BHA will comply with the requirements of applicable state and local building or housing codes concerning matters materially affecting the health and safety of the occupants.

B. The BHA will maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, and ventilating equipment and other facilities and appliances, if furnished, including elevators.

C. Provide and maintain appropriate receptacles and facilities, excluding exclusive use containers of the individual household, for the deposit of ash, garbage, rubbish and other waste.

D. If provided for under the terms of this lease: to supply running water and reasonable amounts of hot water and reasonable amounts of heat at the appropriate times of the year, if furnished.

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E. When applicable by law, the BHA will notify you of the specific grounds for any lease termination or any proposed adverse action by us including but not limited to: material non-compliance with the lease, transfer to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.

F. As of July 1, 2012 the Housing Authority will begin to phase-out front entrance storm doors at the family sites.

XIII. TENANT OBLIGATIONS:

You, members of your Household and your guests shall have the following obligations under the lease:

A. Shall use the dwelling unit solely as a private dwelling by you and your household as your only place of residence, and not use or permit its use for any other purpose.

B. Shall not sublease or assign the lease, or provide accommodations for boarders or lodgers. Guests, who remain for a period longer than two (2) weeks, as defined in Section III above, shall be considered boarders unless prior written permission for a longer stay has been granted by us.

C. To permit us to utilize any relief available to the BHA pursuant to CT General Statutes section 47a-11b regarding abandonment of the premises by the tenant. After compliance with the laws, unclaimed personal property will be disposed of in a manner seen fit for such disposal, without any further notice to you and without any further responsibility or liability, financial or otherwise, on the part of us to you.

_____

«Head_of_Household»

D. Shall abide by necessary and reasonable policies and/or procedures promulgated by us for the benefit and well being of the housing project and the tenants, which shall be posted in the main office and incorporated by reference herein. This includes compliance with the "Self-sufficiency Program mandatory monthly Community Service and One-Strike Rules" as well as all other requirements as mandated by HUD through changes in the federal regulations.

E. Shall abide by the **Pet Policy, which** allows residents who are in residency effective 07/01/01 to have a dog and/or cat in elderly/disabled complexes only and register their pet with the BHA. After 07/01/01 all BHA new residents will be allowed a bird or fish in accordance with the adopted policy.

F. Shall comply with all obligations imposed upon you by applicable provisions of building and housing codes materially affecting health and safety.

G. Shall keep the dwelling unit and such other areas as may be assigned to you for your exclusive use in a clean and safe condition.

H. Shall dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner and place garbage cans in the rear of the unit.

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I. Shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and air-conditioning equipment and other facilities and appurtenances including elevators.

J. Shall refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or project.

K. Shall pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit including damages to buildings, facilities or common areas within the development caused by you, a member of your household, or your guest(s). All charges will consist of parts (actual cost) and labor at the present rate, at time of repair.

L. Shall act and cause household members or guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the apartment and development in a decent, safe and sanitary condition.

M. Shall assure that you, any member of the household, a guest, or another person under your control, shall not engage in:

1. Any criminal activity that threatens the health, safety, or rights to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority, or

2. Any drug-related criminal activity on or off BHA property. Said activity will be treated as a serious violation of your lease and grounds for eviction even in the absence of conviction or arrest. Criminal activity includes manufacture, possession, sale, use, or distribution of a controlled substance, including violations of the liquor laws.

3. Alcohol abuse is grounds for termination of tenancy if such abuse interferes with health, safety or rights to peaceful enjoyment of the premises by other residents.

Any criminal activity in violation of the preceding section "L" shall be cause for termination of tenancy, and for eviction from the unit.

For purposes of subparts (a) and (b) of this part, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.

N. Shall not bring to, or keep in your apartment, or otherwise on our property, any gun, pistol, rifle, BB gun or pellet gun or any other form of firearm or explosive device, regardless of any permit or license.

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O. The tenant affirms that he/she has not given any materially false, misleading or inaccurate information or statements to the BHA in order to obtain housing. Material terms include, but are not limited to, statements concerning income, or family/household makeup.

P. Care of the premises: You are required to keep the premises, both inside and outside, neat and clean. Where applicable by law (Dutton Heights, Zbikowski Park), you are responsible for mowing and trimming of all grass areas including front, side and rear lawns and the area between sidewalks and curbs. Shrubbery must be kept trimmed and in good appearance. You are responsible for the removal of snow and ice from sidewalks, driveways and other paved areas. If you do not take care of these chores, we reserve the right to have the work done and to charge you for our cost incurred. Written permission for temporary or permanent plantings of any kind must be obtained from the BHA prior to planting. Any tenant landscaping or gardens must be approved in advance by BHA and be in conformance with BHA policies.

Q. Providing we give a 48-hour notice for routine repairs, the tenant will permit BHA employees to enter the unit. The tenant further understands and acknowledges our right to enter your unit, without notice, in the event of an emergency.

R. You shall carry identification at all times while on the property.

S. No open liquor bottles (wine, liquor, or beer) are permitted on our grounds.

T. Locks shall not be changed without the express written permission of the BHA.

U. Only registered motor vehicles, which are authorized to operate on Public Streets, pursuant to Connecticut law, shall be allowed on designated BHA parking areas. Motor vehicles which are not allowed on BHA premises include, but are not limited to, all terrain vehicles (ATV's), "quads", boats, jet skis, motorized scooters, go-carts and mopeds. You shall provide proof of current automobile insurance, current registration and valid Connecticut driver's license indicating your current unit address. Only one motor vehicle is authorized per household. Only vehicles with BHA parking permits shall be allowed to be parked in the assigned parking areas. Unauthorized vehicles parked on BHA premises will be towed or removed at the owner's expense after 48 hours.

V. To keep all smoke detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, heat detector, or sprinkler, or any part of fire prevention system (including the removal from a battery-operated smoke detector) on our property. To notify us immediately of the malfunction or inoperability of any smoke detector in the leased premises. To replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or to notify us immediately of the need for such replacement.

W. Any personal property belonging to you, other household members or guest(s) which is not removed from the leased premises and from our property following termination of the lease and departure of tenant, shall be treated as abandoned and may be disposed of by us. You shall be responsible for, and shall reimburse us for,

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cost of moving, storage and disposal of personal property following termination of this lease.

X. Effective July 1, 2001 for Federal site individuals and/or family members 18 years of age up to 62 years of age are required to do no less than eight (8) hours of community service per month. Each person required to do community service must provide documentation to the Housing Authority that such community service has been completed within the month. Failure to complete the community service requirements will be subject to non-renewal of the annual lease. Community service can be either voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency or increase resident self-responsibility in the community. Exempt individuals are those: 62 years of age or older, blind or disabled individuals as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with their service provisions, engaged in work activities, meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 seq.) or under any other welfare program of the State in which the BHA is located, including a State-administered welfare-to-work program or is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the BHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

Y. If the tenant intentionally destroys or recklessly damages BHA property, we will follow with criminal and/or civil prosecution in accordance with State laws.

XIV. DEFECTS HAZARDOUS TO LIFE, HEATH OR SAFETY

You shall immediately notify us if the apartment is damaged to the extent that conditions are created which are hazardous to the life, health or safety of its occupants.

A. We shall repair the unit in a reasonable time, provided that if the damage was caused by you, your household or guests, the reasonable cost of the repairs shall be charged to you.

B. Where repairs cannot be made within a reasonable time, we shall offer alternative accommodations, similar to the damaged unit; upon availability you will still be responsible for full repayment of damages.

C. If we fail to abide by paragraphs A or B of this section, your rent may be abated in proportion to the seriousness of the damage and loss in value of the unit, or if alternative accommodations are not provided. However, no abatement of rent shall occur if you request the alternative accommodations or if the damage was caused by you, your household or guests.

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D. In high-rise buildings you agree not to place items (i.e. stands, plants, pots, etc.) and furniture in the lobby areas, hallways, decks or terraces, without written authorization for BHA. For air conditioning installation, residents must call the BHA Maintenance Department for instructions. Only one air conditioning unit will be allowed per apartment. Tenants will be allowed to use an air conditioner during the warm months (April 15th to October 15th) as long as it does not impose a blocked egress situation. All air conditioners must be removed by October 15th unless written authorization has been given by BHA. A fee of $15 per additional air conditioner will be charged for utility use where BHA pays for electricity. Failure to comply with this policy will result in a lease violation fine as stated in Part 2 on your Addendum to Dwelling Lease.

E. You agree not to place outdoor holiday decorations or decorations of any kind on exterior surfaces of the building including, hallways, patios and fences without written authorization from BHA.

F. You agree that you or your guests will not to park your motor vehicle(s) on areas designated for emergency use or for drop off only.

XV. PRE-OCCUPANCY AND POST-TERMINATION INSPECTION: ENTRY:

A. Before you move into your apartment both tenant and the BHA shall inspect the unit and note, in writing, the condition of the apartment and its appliances and other equipment. This inspection report may be amended in writing within the first five (5) days of your tenancy. You may have a representative join in the inspection. Both you and the Housing Authority must sign a copy of this move-in inspection report.

B. After you move in, after 30 days we will re-inspect the unit, thereafter, we may enter your apartment at reasonable times for the purpose of performing routine inspections and maintenance or for making improvements or repairs. We will give you at least forty-eight (48) hours' prior notice of the date and purpose of our entry.

C. We may enter your apartment, without notice, if we have reasonable cause to believe there is an emergency.

D. If we enter the unit while you and your household members are absent, we will notify you in writing of the date, time and purpose of entry prior to leaving the unit.

E. When you vacate, the BHA will inspect the apartment and notify you, in writing, of any damage charges you must pay. You and your representatives may join in our inspection.

F. If you ask to have repairs done, we will enter the dwelling without giving you prior notice. However, we will leave you notice that we have been there.

XVI. LEGAL NOTICE:

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A. Any required notice shall be given in accordance with federal and state laws and regulations.

B. Any notice which we give you under this lease must be in writing. Notice may, unless the law requires otherwise, be delivered to you by first class mail, by certified mail, return receipt request, postage paid, or is hand delivered to you or any adult who answers your door.

C. Any notice you give us under this lease must be in writing. You may deliver notice to our office at: 164 Jerome Avenue, Bristol CT, or notice may be mailed by prepaid first class mail to the Housing Authority of City of Bristol, 164 Jerome Avenue, Bristol Connecticut 06010.

XVII. TERMINATION OF LEASE:

A. This lease may be terminated by you at any time by giving thirty (30) days' written notice to us. You are responsible for the rent due for the entire rental period from the 1st to the end of that month, even if you occupy the unit for only part of the month, unless we are willing to make other arrangements.

B. You agree to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return all keys to our office upon vacancy. You will be considered as still having possession of the unit until you return all keys, and complete a Notice of Vacate, and you may be charged for those additional days.

C. We shall not terminate or refuse to renew the Dwelling Lease other than for violations of material terms of the Dwelling Lease, such as failure to make payments due under the Dwelling Lease, failure to fulfill the Tenant's obligations, or for other good cause.

D. More than two (2) Notices to Quit for Possession of the apartment, served to you within a twelve-month period, will be grounds for non-renewal of the lease.

XVIII. GRIEVANCE PROCEDURE:

A copy of the Grievance Procedure is posted in the BHA office. Its terms are part of this lease. You must follow this procedure if you wish to resolve any grievance or appeal arising from this lease.

You have the right to examine any documents, including records and regulations which are in our possession and which are directly relevant to the termination of your tenancy or eviction before a grievance hearing or eviction trial, by submitting a request in writing 48 hours in advance of such review.

Requests for informal hearings must be in writing to the BHA within 30 working days from the date of the notification of their ineligibility.

IXX. LEGAL COSTS:

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In the event we sue you for any sum due under this lease, and judgment is rendered against you, we shall be entitled to collect that sum together with the costs of collection, such as attorney's fees, Court costs and State l's fees.

XX. MODIFICATION:

A. Any modification of this lease must be accomplished by a written rider, executed by both parties, except those that are posted in accordance with 24 CFR 966.5

XXI. CERTIFICATION:

B. You certify that you and other members of your Household have not committed any fraud in connection with any federal or state moderate housing assistance programs.

C. You certify all information and documentation submitted by you and other Household members to us in connection with any federal housing assistance program or any state moderate rental program are true and complete to the best of your knowledge and belief.

XXII. NON-WAIVER

The failure of management to terminate this lease when it has cause to do so shall not be construed as a waiver of its right to so terminate the lease at any future time for the same cause or any other cause.

XXIII. TRANSFER

A. In the event that the tenant's household decreases by one or more members, and as a consequence the leased premises are no longer of appropriate unit size, (unless an exception provided by laws), upon availability of a smaller unit of appropriate unit size, we shall offer to lease such unit to you who shall have thirty (30) days to sign a new lease and move into the unit. Following the expiration of thirty (30) days, tenant shall vacate the leased premises.

B. In the event that one or more household members are added to this lease as terms provide, a new appropriate size unit will be determined for the household increase. The BHA shall approve the application for transfer of the household to a larger unit size, upon availability, provided that: (1) there have been no serious violations of the lease within the proceeding two (2) years; (2) you are current in the rent, charges and fees owed to us and (3) you are not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

C. The BHA will implement one transfer per month to meet occupancy standards within a development. A new lease shall be executed by both parties when a family transfers from one unit to another.

D. Tenants will not be required to move to a complex different from where they are currently living.

I have read or have been explained to in a language which I understand the following

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attachments/ policies: Pet Policies, Fence Policy, Transfer Policy, Addendum to Dwelling Lease-Regulations and Resident Handbook.

Attachment 1 – Addendum to Dwelling Lease – Regulations
Attachment 2 – Residents Handbook
Attachment 3 – Pool Policy
Attachment 4 – Pet Policy
Attachment 5 – Housekeeping Standards
Attachment 6 – Towing Policy
Attachment 7 – Resident Non-Smoking Policy

IN WITNESS HEREOF, we, through our duly authorized officer or representative, and you, have executed this lease this «Lease_Day» day of «Lease_Month», «Lease_Year»**.**

Signed
HOUSING AUTHORITY OF THE CITY OF BRISTOL
In the presence of

_____
Witness Date

_____
«Head_of_Household», Tenant Date

_____
Co-Tenant Date

_____
Property Manager Date

ADDENDUM TO DWELLING LEASE - REGULATIONS

1. The following regulations are incorporated in full in the Dwelling Lease between the Housing Authority of the City of Bristol, lessor, and «Head_of_Household», dated «Current_Date», for the dwelling unit located at «Unit_Adrress» , Bristol CT.

2. Tenant agrees to comply with the following regulations and understands that failure may result in fines or charges as follows: 1st violation $15, 2nd violation $30, and 3rd violation $45. These are lease violations within a 12-month period.

3. **Will keep all smoke detectors in the leased premises unobstructed at all times; not tamper with or render inoperable any smoke detector, heat detector, or sprinkler. Replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or shall notify us immediately of the need of such replacement.**

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Removal of batteries from battery-operated smoke detectors is a serious offense. Failure to comply with these requirements will result in fines and/or legal action.

4. Will not store motorcycles, motor scooters or mopeds, or any motorized vehicles or power lawn mowers inside the dwelling unit.

5. Will not use stovetop, kerosene heaters or other gas or liquid fuel heaters or oven for heating purposes.

6. Will not keep, sell, exchange, store or utilize any explosive materials or devices, including fireworks on BHA property.

7. Will not decorate the exterior of any dwelling unit of the BHA properties without prior written consent of the BHA.
8. Will not store flammable liquids and/or material on BHA premises.

9. Will not use gas or charcoal grills for heating purposes, inside or outside the BHA dwelling units. Grills used for cooking must be utilized in a minimum of 10 feet from the building and stored in a safe manner at the rear of the dwelling unit.

10. Will not loiter on any of the BHA premises. This includes family members and guests.

11. Will not conduct parties in the congregate or common areas of BHA properties without the prior consent of the BHA.

12. Will not put contact paper, wallpaper, paneling, mirror tiles, unauthorized paint colors on walls or make any alterations or additions to the premises.

13. Will not have waterbeds installed on premises.

14. Will not use countertop for cutting board or place any holes in back splash.

15. Will not place plastic sheeting on inside windows of apartment.

16. Will not allow unauthorized persons to live with you or have unauthorized person's names on your mailbox and/or apartment doors.

17. The erection of any homemade or prefabricated tool sheds, storage sheds, "hoop buildings", temporary garages, tents or awnings are prohibited on BHA property.

18. Will not repair the engines, body or mechanical systems of motor vehicles on the premises, including changing oil or other fluids.

19. Will not park commercial vehicles, recreational vehicles, (i.e. trailers, campers, etc.) or boats on BHA property.

20. Will not have inoperative or unregistered vehicles anywhere on the premises. Any such vehicles will be towed at your expense without notice.

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21. Will not wash vehicles on premises.

22. Will not erect swimming pools of any kind unless in compliance with BHA Pool Policy.

23. Will not install a fence.

24. Will abide by the BHA Pet Policy.

25. Will park registered vehicles in assigned spaces only. Any vehicle parked in a space not assigned to that particular person will be towed at owner's expense.

26. Will have visitors park in parking areas allotted for visitors.

27. Will not use ice picks or sharp instrument when defrosting refrigerator.

28. Will not put up a clothesline at any property without prior written permission.

29. Will put all garbage in appropriate plastic bags and place in Dumpster or containers.

30. Will not close in the porch.

31. Will not store junk in cellar and will keep areas near furnaces, oil tanks, electrical panels and sewer clean-outs clear at all times.

32. Will not hold the BHA responsible for any damage due to any sewer/water back-ups for articles stored in cellar.

33. Will not nail, drill or penetrate exterior siding surfaces.

34. Will not place inappropriate items in the front of any apartment. No item placed in the front of units will impede access.

35. The installment of a 2nd Cable TV or telephone line from the exterior is strictly prohibited without prior consent from the BHA.

36. Tenants further agree to comply with such other regulations of the Housing Authority of the City of Bristol that may currently be in existence or as may be implemented by the Housing Authority of the City of Bristol from time to time.

37. Signs of any kind are not permitted and shall not be erected. You shall be charged for removal.

38. Tenants found to be in violation of the above regulations will be subject to eviction and/or charges.

39. Bulk Trash Pickup: The BHA will provide one bulk trash pickup per year. Tenant affirms that if the BHA has to remove bulk trash, tenants shall be charged for such removal and disposal (labor charge and disposal fee) and said charges must be paid by the tenant with in thirty (30) days of receiving an invoice for such charges. Failure to pay for bulk trash pickup

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and disposal will be considered a default under this lease and is grounds for a summary process action to be taken against the tenant.

40. Will abide by Resident Non-Smoking Policy

_____	_____
«Head_of_Household»	Date:
_____	_____
Co-Tenant	Date:

Bristol Housing Authority

_____	_____
Property Manager	Date:

C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and all other adult members of the household and by an authorized representative of the BHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the BHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current BHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new tenants.

A new lease is executed at the time of the transfer of a tenant from one BHA unit to another (with no change in reexamination date).

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

Lease signers must be persons legally eligible to execute contracts.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the BHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.

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Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to BHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The BHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

D. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the BHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the BHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the BHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

   Resident plans to marry/co-habitate;

   Resident is awarded custody of a child over the age for which juvenile justice records are available;

   Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

   A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions that are not subject to screening:

   Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions that may be subject to screening, depending on BHA discretion:

   Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are not exempt from the pre-screening process.

   The BHA will request that the public housing tenant provide the BHA with a signed consent form from the parent(s) or legal guardian allowing the BHA to check the juvenile records of the child. Sources to be checked may include any of the following:

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School Records (attendance/behavior)

Juvenile Probation/Court Records

Police Records

4. In such cases where the addition of a new member who has not been born, married, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the BHA occupancy standards, the BHA will not approve the addition.

5. The BHA will not approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to apply to the waiting list(s).

6. Residents who fail to notify the BHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the BHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].

7. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify the BHA of the move-out within ten calendar days of its occurrence.

   These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list(s).

   The BHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

8. The resident may not allow visitors to stay overnight more than 14 days in a twelve month period.

   The resident may not allow visitors to stay overnight more than 14 consecutive days in a twelve month period.

   The manager may authorize overnight visitors provided the visit does not exceed 14 consecutive days.

   The family must request BHA approval prior to visitors arriving who will be in the unit in excess of 14 days in a year.

   Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.

   If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.

9. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

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Residents are not permitted to allow a former tenant of the BHA who has been evicted to occupy the unit for any period of time.

Residents must advise the BHA when they will be absent from the unit for more than 30 days and provide a means for the BHA to contact the resident in the event of an emergency. Failure to advise the BHA of extended absences is grounds for termination of the lease.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a)(1)(2) and (b)]

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

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

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

The BHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

F. UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the BHA is a violation of the lease and is grounds for eviction.

G. SECURITY DEPOSITS

New tenants must pay a security deposit by money order or cashier’s check to the BHA at the time of admission. The BHA will hold the security deposit for the period the tenant occupies the unit. The amount of the security deposit required is the Total Tenant Payment.

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The BHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the BHA. However, no less than one-half of the required deposit must be paid before occupancy. The remainder of the deposit must be paid within 90 days.

If the unit is rented by more than one person, the tenants agree that they will work out the details of dividing any refund among themselves. BHA may pay the refund to any tenant identified in paragraph III of the lease.

The tenant will be eligible for a refund of the security deposit only if he/she provided BHA with the 30 days written notice of intent to move, unless you are unable to give the notice for reasons beyond your control.

Once the tenant moves out, BHA will inspect the unit and complete a Unit Inspection Report. BHA will permit the tenant to participate in the inspection, if you so request.

The BHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

The BHA will refund the Security Deposit less any amounts owed, within 30, State Law calendar days after move out and tenant's notification of new address.

The BHA will provide the tenant or the person designated by the former tenant in the event of the former tenant's incapacitation or death with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, the BHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the BHA. All keys to the unit must be returned to the Management upon vacating the unit.

The BHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit within either a Federal or State property as applicable, the BHA will hold your security deposit and pay interest on it in accordance with State law. After you have moved from the unit, BHA will determine whether you are eligible for a refund, plus interest, of any or all of the security deposit.

Pet Deposit

See chapters on pet policy.

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H. RENT PAYMENTS

The tenant rent is due and payable at the BHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the BHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

BHA will require a payment by money order or cashier check of the first month rent. Also, is any check is returned for insufficient funds the resident will be required to make the reimbursement to BHA by money order or cashiers check. In addition, if a legal action is started against a resident for non-payment; all payments to BHA will be required to be either money orders or cashiers checks only.

If the payment of rent and other charges due under the lease will be delayed beyond the tenth day of the month, the BHA will charge a $25.00 late fee and implement eviction proceedings.

The notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

Residents are required to include the payment stub with their monthly payment, so that the payment can be properly recorded.

A handling fee will be applied to the residents account if the stub is not included with their payment. Therefore, it is essential that the resident includes their stub.

I. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the 10th day of the month, a Notice to Quit will be issued according to State law for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the 10th day of the month, a late fee of $25.00 will be charged.

A charge equal to that charged the BHA will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the 20th of the month, the rent will be considered unpaid.

The BHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

The tenant will be responsible for all legal cost resulting from an eviction action if BHA wins the case. The tenant will also be responsible for fees incurred for collection efforts after the tenant vacates the unit and has left an unpaid balance.

Any rent payment received will be applied to the oldest rent charges in the resident's account.

If a household has more than two checks returned for either NSF or closed account within twelve

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months, the BHA will only accept money orders in the future.

J. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

Tenant charges were revised to reflect current wage rates.

Tenant Charges

BRISTOL HOUSING AUTHORITY
SCHEDULE OF CLEANING AND DAMAGE REPAIR CHARGES
(IF TENANT RESPONSIBLE)
EFFECTIVE JULY 1, 2012

PER SECTION XIII PART K OF YOUR LEASE UNDER TENANTS OBLIGATIONS
TENANT SHALL PAY FOR REASONABLE CHARGES (*OTHER THAN FOR NORMAL WEAR AND TEAR*) FOR THE REPAIR OF DAMAGES TO THE DWELLING UNIT INCLUDING DAMAGES TO BUILDING, FACILITIES OR COMMON AREAS WITHIN THE DEVELOPMENT CAUSED BY YOU, A MEMBER OF YOUR HOUSEHOLD, OR YOUR GUEST(*S*). ALL CHARGES WILL CONSIST OF PARTS (*ACTUAL COST*) AND LABOR AT THE PRESENT RATE, AT THE TIME OF REPAIR.

NORMAL MAITENANCE WORK HRS. **AFTER NORMAL MAINTENANCE WORKING HRS.**
(8:00am-4:30pm. Excluding Holidays and Weekends) **(Evenings/nights and weekends)**

LOCK-OUT RESPONSE CHARGES

Labor charge for all repairs (hourly)	$39.00
Labor charge for all services including cleaning, janitorial, garbage & litter pick-up, grounds maintenance, and debris hauling (dump fees additional)	$75.00
Holiday charge for all services (hourly)	$52.00

RETURN CALL- DUE TO NO ENTRY

Fee during regular business hours	No charge
Fee after business hours, weekends, and Holidays	$45.00

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EDULE OF CHARGES	
DESCRIPTION	COST
CLOG – *caused by a foreign object found in toilet, sink, or tub. Resident responsible*	**$25.00 (MINIMUM)**
CHANGE LOCKS	**$75.00**
SMOKE ALARMS- *(TAMPERING)*	**$30.00 FINE PARTS&LABOR**
THERMOSTAT	**$30.00 & LABOR**
RESTART BOILER *(RAN OUT OF OIL)*	**$25.00 FINE & PARTS & LABOR**
RESTART GAS APPLIANCE *(NON-PAYMENT SHUT OFF)*	**$1 HOUR LABOR**
SECURITY SCREENS	**$150.00 & LABOR**
PUNCTURE REFIGERATOR *(NON-REPAIRABLE*)	**$350.00**
TRASH ON LAWNS	**$25.00**
ILLEGAL PARKING ON GRASS *(not including towing fees if applicable)*	**$25.00**
CUT GRASS *(NON-COMPLIANT TO LEASE)*	**$50.00**
SNOW REMOVAL *(NON-COMPLIANT TO LEASE)*	**$50.00**
BULKY WASTE PICK-UP *(NON SCHEDULED)*	**$75.00**
AUTOMOTIVE REPAIRS *(BY RESIDENT OR GUEST)*	**$50.00**
FLOOR DAMAGE	**$ PARTS & LABOR**
CLEAN UP APPLIANCE	**$ 50.00**
CLEAN UP EACH ROOM	**$ LABOR RATE**
TRASH REMOVAL	**$ LABOR**
WALL PAPER REMOVAL	**$150.00 PER ROOM**
WALL BORDER REMOVAL	**$ 50.00 PER ROOM**
WOOD PANELING	**$150.00 PER ROOM**
PAINT ROOM OTHER THAN WHITE (BHA)	**$50.00 PER COAT**
CARPET REMOVAL (*TACKED DOWN*)	**$50.00 PER ROOM**
CARPET REMOVAL (*GLUED DOWN*)	**$150.00 PER ROOM**
FLOOR TILE REMOVAL (*ADHESIVE BACK*)	**$200.00 PER ROOM**
MOVE-OUT DAMAGES	**ACTUAL COST**

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A. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

reviewed with the Resident Advisory Board

Posted at site bulletin boards, if available or mailed.

After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

B. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

C. INSPECTIONS FOR THE PUBLIC HOUSING PROGRAMS

UPCS (Uniform Physical Condition Standards)

Initial Inspections

The Site Managers will conduct initial inspections with the family prior to occupancy. A copy of the initial inspection must be signed by the resident and the Site Manager, will be kept in the tenant file.

Any adult member may sign the inspection form for the head of household.

Vacate Inspections

The Site Managers will conduct move out inspections when a family has vacated the unit. The resident will be encouraged to participate in this process. The move out inspection will determine if there are damages caused by the family and will allow the Site Managers to estimate the turn-around time.

The BHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

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Annual Inspections

The BHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

The Inspector will conduct annual UPCS Inspections for all Public Housing sites. If a "Health & Safety" deficiency is noted, the Inspector must follow up with the Site Manager within 24 hours. In addition, the Site Manager must inform the Inspector when the deficiency has been corrected and the Inspector along with the Site Manager must re-inspect the unit. The resident, the Site Manager and the Inspector must sign the passed inspection to ensure quality control.

If a unit fails inspection due to housekeeping or family-caused damages, the resident will be given 14 days to correct and a follow-up inspection will be completed by the Site Manager.

The Inspector must also follow up with the Site Managers to ensure that any deficiencies (other than "Health & Safety") are corrected. In some cases it will be necessary for the Inspector to re-inspect the unit. The resident and the Site Manager or Inspector must sign the passed inspection to ensure quality control.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies **[or if:]**

There are two or more non-life-threatening Health and Safety deficiencies.

There are two or more Level 2 (major) deficiencies.

There are six or more Level 1 (minor) deficiencies.

Residents will be issued a letter within three days noting the required correction and scheduled re-inspection date.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the BHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the BHA.

Required corrections will be repaired by the BHA within 60 days of the inspection date.

Resident will be notified at least 48 hours before the date of the required repairs.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their lease and a Kapa notice served.

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Residents who are in violation of their lease due to two or more failed inspections will be scheduled for a lease violation conference and will be served a Notice to Quit for material non-compliance of the lease agreement.

Quality Control Inspections

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the BHA can be of service to the family.

The BHA Inspection staff will conduct quality control inspections on 5% of units in which housing management staff requested an inspection.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

Special Inspections

Housing management staff may request the Tenant Relations Officer to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review BHA operations periodically and as a part of their monitoring may inspect a sampling of the BHA's inventory.

Other Inspections

The Tenant Relations Officer will regularly conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

Emergency Inspections

Housing management staff, including BHA inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be Completed in Less than 24 Hours

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

Lock-out (with proper identification of resident)

Broken lock which affects unit security

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Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

Broken water pipe - not a drain line or a leak.

Natural gas leaks or smell of fumes

No electricity in entire unit

Backed-up toilets

No heat from October 1st to April 1st

Elevator and no hot water calls will be handled on a case by case basis.

Entry of Premises Notices

The BHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The BHA will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An adult family member must be present in the unit during the inspection and be required to show identification.

* If no person is at home, the inspector will enter the unit and conduct the inspection.

* If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

* A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least 48 hours before entry.

* Where the BHA is conducting regular annual examinations of its housing units, the family will receive at least one week's notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the BHA will enter the unit are:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

The family must call the BHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

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The BHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. The BHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are asked when the work order is requested if BHA is permitted to enter if no one is home.

Non-Inspection Emergency Entry

The BHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

Family Responsibility to Allow Inspection

The BHA must be allowed to inspect the unit at reasonable times with reasonable notice. 48 hours written notice will be considered reasonable in all cases.

The resident is notified of the inspection appointment by mail or delivered notice. The family must call the BHA at least 24 hours before the inspection date to reschedule the inspection, if necessary.

The BHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. The BHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and the BHA will notify the family of its intended action.

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Kapa notice and a re-inspection will be conducted within ten working days by Tenant Relations Officer.

If the family fails to comply with the re-inspection it can result in lease termination.

Kapa notices and a $25.00 fine will be issued to residents who purposely and for convenience disengage the unit's smoke detector.

More than one such citation will be considered a violation of the lease.

Work Orders

The Maintenance staff must inform the Site Managers when a work order has been completed. The Site Manager must ensure that the work has been completed.

Tenant Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

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"Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

Record Keeping

The Site Managers must have unit files in addition to resident files. These files should contain all work orders and inspections for each unit so that there is a clear history of each unit.

Staff Obligations

Failure of BHA Staff to follow these procedures may result in disciplinary action.

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Chapter 10

PET POLICY – ELDERLY/DISABLED PROJECTS

[24 CFR Part 5, Subpart C]

INTRODUCTION

The purpose of this policy is to establish the BHA's policy and procedures for ownership of pets in elderly and disabled units. It establishes reasonable rules governing the keeping of common household pets. It is establishes rules to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets.

This Chapter explains BHA's policies on the keeping of pets in elderly/disabled projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities or elderly to own animals that are used to assist them.

Feeding of stray animals will be considered as having an unauthorized animal.

Violation of the Pet Policy will be grounds for termination of the lease.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES [24 CFR 960.705]

As a reasonable accommodation, the Bristol Housing Authority will waive pet restrictions for tenants with disabilities who need a service or companion animal in order to meet their disability-related needs. This exclusion applies to such animals that reside in public housing and that visit these developments.

A service or companion animal is either a trained and licensed animal that provides assistive services to a person with a disability or simply an animal that has been verified to provide necessary emotional or other support for a person with a disability.

To be excluded from the pet policy, the resident/pet owner must request a reasonable accommodation and certify:

> That the animal actually assists the person with the disability or the well being of the elderly
>
> That there is a person with disabilities or elderly in the household;

Service animals are not considered to be pets. Service animals may be any breed, size or weight.

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Service or companion animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a
decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Nothing in this pet rule prohibits BHA from requiring the removal of any animal from a project 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 project or of other persons in the community where the project is located, or if the species of animal in question is prohibited under state or local law.

There is no legal requirement for service or companion animals to be visibly identified (no special collar or harness needed) or to have documentation (no license, certification or identification papers needed).

Tenants may be held liable for damages caused by their service or companion animals.

B. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the BHA Executive Director.

The pet owner must submit and enter into a Pet Agreement with the BHA.

This excludes service animals. All requests for service animals as a Reasonable Accommodation will require a certification by a knowledgeable professional stating that such accommodation is medically necessary.

Registration of Pets

Pets must be registered with the BHA before they are brought onto the premises. Registration may include certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats approved as Reasonable Accommodation must be spayed or neutered.

Execution of a Pet Agreement with the BHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

BHA will require picture of the pet/animal approved. No animal may be kept if in violation of humane or health laws, animals must be effectively restrained and under control.

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Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal to Register Pets

The BHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the BHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The BHA will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate the Pet Policy;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The BHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

Animals may be removed should the animal becomes destructive or a nuisance.

The notice of refusal may be combined with a notice of a pet violation.

A resident must obtain approval from BHA to care for another resident's pet and agree to abide by all of the pet policy rules in writing.

A. STANDARDS FOR PETS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Tenants are not permitted to have more than one pet.

1. Dogs (For Reasonable Accommodations Only)

Must be licensed as specified now or in the future by State law and local ordinance
Maximum number: one
Maximum adult weight: 25 pounds
Must be housebroken
Must be spayed or neutered
Must have all required inoculations
Must not be a breed that is considered hostile or non-friendly, i.e., pit-bull.

2. Cats (For Reasonable Accommodations Only)

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Maximum number: one
Must be declawed
Must be spayed or neutered
Must have all required inoculations
Must be trained to use a litter box or other waste receptacle
Must be licensed as specified now or in the future by State law or local ordinance

3. Birds

Maximum number: two
Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 20 gallons
Must be maintained on an approved stand

B. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the BHA. It also excludes visiting service and companion animals.

C. ADDITIONAL FEES AND DEPOSITS FOR PETS

The BHA does not require a pet deposit.

D. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

E. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $50.00 per occurrence will be assessed against the resident for violations of the Reasonable Accommodation Pet Policy.

Pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the BHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

The cost of repairs and replacements to the dwelling unit;

Fumigation of the dwelling unit.

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If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the security deposit. The resident will be billed for any amount that exceeds the security deposit.

The expense of flea disinfestations shall be the responsibility of the resident.

F. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

G. NOISE

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

H. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

At Gaylord Towers only - no animal waste is to be put in the trash shute.

Removal of Waste. The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin/ other container provided by the BHA.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

I. PET CARE

No pet shall be left unattended in any apartment for a period in excess of 8 hours except birds 12 hours and fish 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

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All complaints of cruelty and all dog bites will be referred to the Animal Control Officer or applicable agency for investigation and enforcement.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

J. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the 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.

K. INSPECTIONS

The BHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Reasonable Accommodation Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

> That the resident/pet owner has thirty days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
>
> That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
>
> That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests an informal hearing after a five day period, the meeting will be scheduled no later than ten calendar days, unless the pet owner agrees to a later date in writing.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the BHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the BHA, the BHA may serve notice to remove the pet.

The Notice shall contain:

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A brief statement of the factual basis for the BHA's determination of the Pet Rule that has been violated;

The requirement that the resident /pet owner must remove the pet within thirty days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The BHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over eight hours except birds 12 hours and fish 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the BHA after reasonable efforts cannot contact the responsible party, the BHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

P. EMERGENCIES

The BHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the BHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

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Chapter 11

PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS

[24 CFR Part 960, Subpart G]

INTRODUCTION

The purpose of this policy is to establish the BHA's policy and procedures for ownership of pets in general occupancy (family) projects and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

This Chapter explains BHA's policies on the keeping of pets in general occupancy projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities or elderly to own animals that are used to assist them.

Feeding of stray animals will be considered as having an unauthorized animal.

Violation of the Pet Policy will be grounds for termination of the lease.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities or elderly, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES [24 CFR 960.705]

As a reasonable accommodation, the Bristol Housing Authority will waive pet restrictions for tenants with disabilities who need a service or companion animal in order to meet their disability-related needs. This exclusion applies to such animals that reside in public housing and that visit these developments.

A service or companion animal is either a trained and licensed animal that provides assistive services to a person with a disability or simply an animal that has been verified to provide necessary emotional or other support for a person with a disability.

To be excluded from the pet policy, the resident/pet owner must request a reasonable accommodation and certify:

> That the animal actually assists the person with the disability or the well being of the elderly
>
> That there is a person with disabilities or elderly in the household;

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Service animals are not considered to be pets. Service animals may be any breed, size or weight. Service or companion animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a
decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Nothing in this pet rule prohibits BHA from requiring the removal of any animal from a project 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 project or of other persons in the community where the project is located, or if the species of animal in question is prohibited under state or local law.

There is no legal requirement for service or companion animals to be visibly identified (no special collar or harness needed) or to have documentation (no license, certification or identification papers needed).

Tenants may be held liable for damages caused by their service or companion animals.

B. STANDARDS FOR PETS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

1. Birds

   Maximum number: two, which includes canary, parakeet, finch and other species that are normally kept caged; birds of prey are not permitted.

   Must be enclosed in a cage at all times

2. Fish

   Maximum aquarium size: 20 gallons. There is no limit as to the numbered of fish, however, the number of fish may not exceed the number suggested for the tank size. Poisonous or dangerous fish are not permitted.

   Must be maintained on an approved stand.

C. REGISTRATION OF PETS

Pets must be registered with the BHA before they are brought onto the premises.

Registration must be renewed and will be coordinated with the annual reexamination date.

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Refusal to Register Pets

If the BHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

The BHA will refuse to register a pet if:

The pet is not an "allowed pet" as defined in this policy;

Keeping the pet would violate any BHA Rules;

The pet owner fails to provide complete pet registration information;

The pet owner fails to update the registration annually;

The BHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must enter into a Pet Agreement with the BHA.

The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:

Agree that the resident is responsible and liable for all damages caused by their pet(s).

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.

Tenants are prohibited from feeding stray animals.

The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.

The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin/ other container provided by the BHA immediately.

Pet owners must take precautions to eliminate pet odors.

The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

The right of management to enter dwelling unit when there is evidence that an animal left

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alone is in danger or distress, or is creating a nuisance.

The right of management to seek sheltering of any animal found to be maintained in violation of the pet policy, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any sheltering fees, and the BHA accepts no responsibility for pets so removed.

That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous chirping or other such activities.

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

E. LIMITATIONS ON PET OWNERSHIP

Although the BHA, consistent with statutory intent, generally allows pet ownership in general occupancy (family) developments, upon extensive discussion with Resident Advisory Board, the BHA shall limit pet ownership at certain BHA developments or portions of developments. Specific developments and portions of developments are described in the BHA Annual Plan. Limitations include, but are not limited to, the following:

Birds and fish as specified in previous chapters.

F. PETS TEMPORARILY ON THE PREMISES

Excluded from the premises are all animals and/or pets not owned by residents, except for visiting service and companion animals.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the BHA. It also excludes State or local laws governing pets temporarily in dwelling accommodations shall prevail.

G. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $50.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

H. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of twenty-four hours.

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All residents/pet owners shall be responsible for adequate care for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

I. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the 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.

J. INSPECTIONS

The BHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit is a violation, or constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

K. PET RULE VIOLATION NOTICE

The authorization for a pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has thirty days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

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If the pet owner requests an informal hearing within the five day period, the hearing will be scheduled no later than ten calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

L. NOTICE FOR PET REMOVAL

If the resident/pet owner and the BHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the BHA, the BHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for the BHA's determination of the Pet Policy that has been violated;

The requirement that the resident/ pet owner must remove the pet within thirty days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

M. TERMINATION OF TENANCY

The BHA may initiate procedures for termination of tenancy based on a Pet Policy violation if:

The pet owner has failed to remove the pet or correct a Pet Policy violation within the time period specified; and

The Pet Policy violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

N. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over twenty-four hours.

If the responsible party is unwilling or unable to care for the pet, or if the BHA after reasonable efforts cannot contact the responsible party, the BHA may contact the appropriate State or local agency and request the removal of the pet**,** or the BHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the BHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises

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O. EMERGENCIES

The BHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the BHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

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Chapter 12

REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.615, 24 CFR Part 960 Subpart C]

INTRODUCTION

HUD requires that the BHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for the BHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but the BHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the BHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, age 6 and older, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number; BHA will use the Systematic Alien Verification for Entitlements (SAVE) Program to verify citizenship status for their eligible non-citizen participants.

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

B. ANNUAL REEXAMINATION

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

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For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit:

An annual recertification will be conducted.

The annual recertification date will not change.

For transfer from or to Federal or State developments, the resident must be moved out and then moved into the new unit. The annual recertification will be changed to the date the family moved to the new unit.

Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 90 to 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the BHA will provide the notice in an accessible format. The BHA 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.

The notification shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, signing the document and returning the document to the BHA on the appointment date.

If the family chooses flat rent, the family will fill out a Personal Declaration form, describing family composition.

The Personal Declaration form will be signed by all adult family members.

The family may call the BHA indicating whether the family chooses income-based or flat rent.

Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the BHA will use the following methodology for conducting annual recertifications:

To schedule the specific date and time of appointments in the written notification to the family.

Persons with Disabilities

Persons with disabilities, who are unable to come to the BHA's office will be granted an

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accommodation of conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The family is required to complete the annual recertification form.

The BHA representative will interview the family and enter the information provided by the family on the recertification form.

The family is required to complete a *Personal Declaration Form* prior to all annual and interim recertification interviews.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

All adult household members

If the head of household is unable to attend the interview:

Any adult may recertify for the family, provided that the head comes in within 5 days to recertify.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 5 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 BHA**,** the BHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the BHA will terminate tenancy for the family.

Exceptions to these policies may be made by the Director of Housing Services if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required from the Family

In the notification letter to the family, the BHA will include instructions for the family to bring the following:

Documentation of income for all family members

Documentation of liquid and non-liquid assets

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Documentation to substantiate any deductions or allowances

Personal Declaration Form completed by head of household

Documentation to verifying compliance with community service by all non-exempt adults, if applicable.

Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 90 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

the continued eligibility of the resident as a *family* or as the *remaining member* of a family;

the unit size required by the family;

the amount of rent the family should pay.

Changes in the Tenant Rent

If there is any change in rent, including change in family's choice in rent, 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)].

Tenant Rent Increases

If tenant rent changes, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the 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 BHA.

If tenant rent decreases and the change occurred within a month prior to the recertification

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appointment, but the family did not report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

If the tenant rent decreases and the tenant reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification, the change will be treated as an interim. The change will be effective the first of the following month that the family reported the change. If necessary, the BHA will run another HUD 50058 as an annual recertification.

C. REPORTING INTERIM CHANGES

Families must report all changes in household composition to the BHA between annual reexaminations. This includes additions due to birth, adoption, marriage and court-awarded custody. The family must obtain BHA approval prior to all other additions to the household.

When there is a change in head of household or a new adult family member is added, the BHA will complete an application for continued occupancy and reverify, using the same procedures the BHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

The annual reexamination date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the BHA of the family member being added to the lease.

Increases in Income to Be Reported

Families paying flat rent are not required to report any increases in income or assets.

Families are required to report any increases in income resulting from a new family member joining the household.

Families are required to report the following increases in income:

Increase in income over $40.00.

Increases in Income and Rent Adjustments

The BHA will process rent adjustments resulting from any increase in income over $40.

Rent increases (except those due to misrepresentation) require 30 days notice.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment.

The BHA will process the rent adjustment unless the BHA confirms that the decrease in income will last less than 30 calendar days.

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The BHA will process rent adjustments whenever there is a decrease in income.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The BHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

Definition of "Covered Family":

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income":

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

The amount of imputed welfare income is determined by the BHA, based on written information supplied to the BHA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

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Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification Before Denying a Request to Reduce Rent

The BHA 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 BHA will rely on the welfare agency's written notice to the BHA regarding welfare sanctions.

Cooperation Agreements

The BHA has a written cooperation agreement in place with the local welfare agency that assists the BHA in obtaining the necessary information regarding welfare sanctions.

The BHA has taken a proactive approach to culminating an effective working relationship between the BHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The BHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the BHA denies the family's request to modify the amount, the BHA will provide the tenant with a notice of denial, which will include:

An explanation for the BHA's determination of the amount of imputed welfare income.

A statement that the tenant may request a grievance hearing.

A statement that if the tenant requests a grievance hearing, the tenant will not be required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

If the tenant requests a grievance hearing, the tenant is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

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E. OTHER INTERIM REPORTING ISSUES

An interim reexamination will be scheduled for families with zero income every 90 days.

In the following circumstances, the BHA may conduct the interim recertification by mail:

Changes that will not result in a change in tenant rent.

Changes in income that are normal for the family, such as seasonal employment.

As a reasonable accommodation when requested. (See Chapter titled "Statement of Policies and Objectives")

Any changes reported by residents 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 recertifications.

BHA Errors

If the BHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The BHA requires that families report interim changes to the BHA within 10 working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within 10 working days of the change.

An exception will be made for TANF recipients who obtain employment. In such cases, families will have to report within 10 days of receipt of the Notice of Action from TANF that shows the full adjustment for employment income.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the BHA), it will be considered untimely reporting.

Procedures When the Change is Reported in a Timely Manner

The BHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

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The change will not be made until the third party verification is received.

Procedures When the Change Is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim 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 underpaid rent, and may be required to sign a Repayment Agreement.

Repayment Agreements

> The BHA will enter into a repayment agreement with amount less than $2,000 any amount owed over $2,000 will require a lump sum payment.

BHA will enter into a monthly retroactive rent payment for amounts less than $2,000 as follows; repayment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:
a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

> **Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by the BHA and not retroactively.

Procedures when the Change is not Processed by the BHA 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 BHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the BHA.

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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.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the BHA. The family must inform the BHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

The BHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported within 10 working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household or spouse that the member, who may be the head of household, removed is permanently absent.

Not less than 3 verifications must be provided to show either legal action or new address, i.e., driver's license, new lease, utility bills, within 15 days. BHA reserves the right to request additional verification.

The head of household must provide a statement that the head of household [or spouse] will notify the BHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.

Increase in Family Size

The BHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a BHA-approved live-in attendant.

Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

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Definition of "Temporarily/Permanently Absent"

The **BHA** must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The BHA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

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

Families are required to notify the BHA before they move out of a unit in accordance with the lease and to give the BHA information about any family absence from the unit.

Families must notify the BHA if they are going to be absent from the unit for more than 15 consecutive days. A person with a disability may request an extension of time as an accommodation.

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

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

Conduct home visit

Post letters on exterior door providing 48 hours notice of intent to enter the unit

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with Post Office for forwarding address

*Contact emergency contact

If the entire family is absent from the unit, without BHA permission, for more than 30 consecutive days, the unit will be considered to be vacant and the BHA will terminate tenancy.

If the BHA suspects the entire family has vacated the unit and the Authority is concerned about weather conditions which may cause damage to the unit, i.e., frozen pipes, the BHA may enter the unit under emergency procedure.

As a reasonable accommodation for a person with a disability, the BHA may approve an

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extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of tenancy was due to a person's disability, and the BHA can verify that the person was unable to notify the BHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the BHA may reinstate the family as an accommodation if requested by the family.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 3 consecutive months or 90 days in a 12 month period except as otherwise provided in this Chapter.

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the BHA 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, as long as rent and other charges remain current.

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

Absence Due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

The BHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the BHA 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 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the BHA's occupancy guidelines.

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Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the BHA will treat that adult as a visitor for the first 30 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

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

The BHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

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

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

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

> Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

Visitors (See Chapter on Leasing)

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or a total of **[fifteen]** cumulative days in the month 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 an unauthorized household member.

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

The PHA will consider:

> Statements from neighbors and/or BHA staff
>
> Vehicle license plate verification

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Post Office records

Driver's license verification

Law enforcement reports

Credit reports

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

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the BHA will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 14 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 90 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the BHA 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.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

I. CHANGES IN UNIT SIZE

The BHA shall grant exceptions from the occupancy standards if the family requests and the PHA determines the exceptions are justified according to this policy.

The BHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

(Reference chapter on Occupancy Standards)

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J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

> The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND
>
> The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The PHA may no longer offer temporary deferral of termination (see Chapter on "Lease Terminations"). **Section**

K. Monthly File Reviews

The Bristol Housing Authority Property Managers are to review all certification documents and rent calculations on a monthly basis. This includes initial and interim certifications. The Property Managers must keep a written record of these reviews. Once the Property Manager has verified that all files are complete and accurate, the file must be signed. This must be completed for all certifications effective 07/01/07 and going forward.

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Chapter 13

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

The BHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the lease. This Chapter describes the BHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing the BHA with a written 30, plus one day, advance notice as defined in the lease agreement.

B. TERMINATION BY BHA

Termination of tenancy will be in accordance with the BHA's lease.

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter on Community Service.

The lease may be terminated by the BHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the Lease, at the annual recertification, BHA has the right to not renew the lease if a tenant has more than three late rent payments within a one year period.

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the BHA for the benefit and well being of the housing project and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

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Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe or energy efficient manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the BHA will be notified by the State Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The PHA will then commence unlawful detainer procedures to terminate the Lease.

Alcohol abuse that the BHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term, if applicable.

Discovery after admission of facts that made the tenant ineligible;

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

Failure to accept the BHA’s offer of a lease revision to an existing lease that is on a form adopted by the BHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family. Illegal pets as defined by the Pet Policy.

Other good cause.

C. NOTIFICATION REQUIREMENTS

The BHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy

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Notices of lease termination shall be served by an officer of the Court in accordance with State law.

Disclosure of Criminal Records to Family

Before the BHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

Timing of the Notice

If the PHA terminates the lease, written notice will be given as follows:

Considering the seriousness of the situation but not to exceed 30 days:

If the health or safety of other residents, BHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

If any member of the household has been convicted of a felony.

At least thirty days prior to termination in all other cases.

The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

Criminal Activity

The BHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The BHA will terminate assistance of participants in cases where the BHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The BHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 2 months.

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"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the BHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative behavior, the BHA 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.

The BHA will not waive this policy.

D. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the BHA at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

If the BHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

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Chapter 14

COMPLAINTS, GRIEVANCES AND APPEALS

[24 CFR Part 966 Subpart B]

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the BHA. This Chapter describes the policies to be used when families disagree with a BHA decision. It is the policy of the BHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the BHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

A. COMPLAINTS

The BHA will respond promptly to all complaints.

Each complaint regarding physical condition of the units may be reported by phone to the Facilities Management Department. Anonymous complaints are checked whenever possible. The BHA does require that complaints be put in writing.

Complaints from families. If a family disagrees with an action or inaction of the BHA, complaints will be referred to the Director of Housing Services. Complaints regarding physical condition of the units may be reported by phone to the Director of Housing Services.

Complaints from staff. If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Director of Housing Services.

Complaints from the general public. Complaints or referrals from persons in the community in regard to the BHA or a family will be referred to the Director of Housing Services or the BHA Hotline.

Anonymous complaints will be checked whenever possible.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet the BHA's admission standards, or where the BHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

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Applicants must submit their request for an informal hearing in writing to the BHA within 30 working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the BHA will provide an informal hearing within 10 working days of receiving the request. The BHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the BHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing tenants do not apply to BHA determinations that affect applicants.

C. APPEALS BY TENANTS

Grievances or appeals concerning the obligations of the tenant or the BHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the BHA, which is in effect at the time such grievance or appeal arises.

Tenants who are determined ineligible, who do not meet the BHA's admission standards, or where the BHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible tenants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Tenants must submit their request for an informal hearing in writing to the BHA within 30 working days from the date of the notification of their ineligibility.

If the tenant requests an informal hearing, the BHA will provide an informal hearing within 10 working days of receiving the request. The BHA will notify the tenant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The tenant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the BHA will be considered by the hearing officer.

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The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 working days of the date of the hearing, the hearing officer will mail a written decision to the tenant and place a copy of the decision in the tenant's file.

The grievance procedures for Public Housing tenants do not apply to BHA determinations that affect tenants.

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

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 BHA hearing is pending but assistance to an applicant may be delayed pending the BHA 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 BHA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the BHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the BHA a copy of the appeal and proof of mailing or the BHA may proceed to deny or terminate. The time period to request an appeal may be extended by the BHA for good cause.

The request for a BHA 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 the "Grievance Procedures" section of 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 BHA will:

Deny the applicant family.

Terminate the participant.

If there are eligible members in the family, the BHA 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.

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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.

E. GRIEVANCE PROCEDURES

Definitions

Grievance. Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or BHA regulations that adversely affect the individual tenant's rights, duties, welfare, or status.

Complainant. Any tenant whose grievance is presented to the BHA or at the site/management office informally or as part of the informal hearing process.

Hearing Officer/Hearing Panel. A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

Tenant. A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the BHA.

Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

Opportunity for the tenant to examine all relevant documents, records, and regulations of the BHA prior to the trial for the purpose of preparing a defense;

Right of the tenant to be represented by counsel;

Opportunity for the tenant to refute the evidence presented by the BHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

A decision on the merits of the case.

Applicability

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

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Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or BHA employees, or

Any drug-related criminal activity *on* or *off* such premises.

Pre-Hearing Procedures

Informal Conference Procedures

Any grievance shall be presented orally or in writing to the BHA office or to the housing management office that sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within a reasonable time, not pas the 30th calendar day of the action or failure to act that is the basis for the grievance. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

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

Within five working days, a summary of this discussion will be given to the complainant by a BHA representative. One copy will be filed in the tenant's file.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within 10 working days of the date of the summary of the informal meeting.

The request for a hearing must be presented to the BHA's central office legal department.

The request must specify the reason for the grievance request and the relief sought.

Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within 11 working days, s/he waives his/her right to a hearing, and the BHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the BHA's disposition in an appropriate judicial proceeding.

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Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 5 days in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 15 minutes of the scheduled time, the complainant waives their right to a hearing.

The BHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The BHA must be notified within 48 hours of the scheduled time if special accommodations are required.

Selection of Hearing Officer

A grievance hearing shall be conducted by an impartial person or persons appointed by the BHA other than the person who made or approved the BHA action under review, or a subordinate of such person.

Procedures to Obtain a Hearing

Informal Prerequisite

All grievances must be informally presented as a prerequisite to a formal hearing.

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

Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the BHA claims is due, except grievances concerning imputed welfare benefits or use of minimum rent, the complainant shall pay to the BHA all rent due and payable as of the month preceding the month in which the act or failure to act took place. Grievances concerning imputed welfare benefits and minimum rents are exempt from the escrow deposit requirement.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

The BHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the BHA's disposition of the grievance in any appropriate judicial proceeding.

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Scheduling

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the promptly within 10 working days at a time and place reasonably convenient to the complainant and the BHA.

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

Hearing Procedures

The hearing shall be held before a hearing officer and panel.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

> The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of the BHA that are relevant to the hearing with at least a 24 hour notice to the legal department prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the BHA at the hearing.
>
> The BHA shall also have the opportunity to examine and to copy at the expense of the BHA all documents, records and statements that the family plans to submit during the hearing to refute the BHA's inaction or proposed action. Any documents not so made available to the BHA may not be relied upon at the hearing.
>
> The right to a private hearing unless otherwise requested by the complainant.
>
> The right to be represented by counsel or other person chosen as a representative. The right to have an interpreter if primary language is other than English.
>
> The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the BHA, and to confront and cross-examine all witnesses upon whose testimony or information the BHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and
>
> The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the panel determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or BHA fail to appear at the scheduled hearing, the panel may make a determination that the party has waived his/her right to a hearing.

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

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At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the BHA must sustain the burden of justifying the BHA action or failure to act against which the complaint is directed.

The hearing shall be conducted by the panel as follows:

> Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
>
> Formal: The panel shall require the BHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The BHA arranges, in advance, in writing, for a transcript or audiotape of the hearing. Any interested party may purchase a copy of such transcript.

Decisions of the Hearing Officer/Panel

The hearing panel shall give the BHA and the complainant a written decision, including the reasons for the decision, within 10 working days following the hearing. The BHA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing panel shall be binding on the BHA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within 10 working days prior to the next Board meeting. The BHA Commissioners' decision will be mailed to the complainant with 10 working days following the Board meeting, and so notifies the complainant that:

> The grievance does not concern the BHA action or failure to act in accordance with or involving the complainant's lease or BHA regulations which adversely affect the complainant's rights, duties, welfare or status;
>
> The decision of the hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the BHA.

A decision by the hearing panel or BHA Commissioners in favor of the BHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

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Housing Authority Eviction Actions

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a BHA notice of termination of tenancy, and the hearing panel upholds the BHA action, the BHA shall not commence an eviction action until it has served a notice to vacate on the tenant.

In no event shall the notice to vacate be issued prior to the decision of the hearing panel having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees

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Chapter 15

FAMILY DEBTS TO THE BHA

INTRODUCTION

This Chapter describes the BHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the BHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the BHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the BHA, the BHA will make every effort to collect it. The BHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Civil suits

Payment agreements

Collection agencies

Credit bureaus

Income tax set-off programs

A. PAYMENT AGREEMENT FOR FAMILIES

A Payment Agreement as used in this Plan is a document entered into between the BHA and a person who owes a debt to the BHA. 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 BHA upon default of the agreement.

The maximum amount for which the BHA will enter into a payment agreement with a family is Two Thousand Dollars ($2,000.00).

The maximum length of time the BHA will enter into a payment agreement with a family is 12 months.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of

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execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:
a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Late Payments

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, the BHA will:

Require the family to pay the balance in full

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be required to pay the balance in full prior to the unit transfer.

Payment Schedule for Monies Owed to the BHA

Initial Payment Due is the third Friday of the month following the execution of the Stipulation Agreement and the third Friday each month thereafter until the Stipulation is paid in full.

(% of Total Amount)	Amount Owed	Maximum Term
[___% to ___%]	0 - $500	3 - 6 months
[___% to ___%]	$501 - $1,000	6 - 10 months
[___% to ___%]	$1,001 - $2,500	12 - 18 months

There are some circumstances in which the BHA will not enter into a payment agreement. They are:

If the family already has a payment agreement in place.

Guidelines for Payment Agreements

Payment agreements will be executed between the BHA and the all adult household members in accordance with the State of Connecticut, Judicial Session, Housing Court stipulated agreements.

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Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Executive Director.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

A natural disaster

Additional Monies Owed

If the family has a payment agreement in place and incurs an additional debt to the BHA:

The BHA will not enter into more than one payment agreement at a time with the same family.

If a payment agreement is in arrears more than 1 day, any new debts must be paid in full.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Family Error/Late Reporting

Families who owe money to the BHA due to the family's failure to report increases in income at the annual recertification will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

Program Fraud

Families who owe money to the BHA due to program fraud will be required to repay it in accordance with the payment procedures for program fraud, below.

If a family owes an amount which equals or exceeds $2,000.00 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the BHA will refer the case for criminal prosecution.

Payment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income 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 one-twelfth.

C. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than 1 year old.

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Chapter 16

COMMUNITY SERVICE

[24 CFR Part 960 Subpart F and 24 CFR 903.7(l)]

INTRODUCTION

A. REQUIREMENT

Each adult resident of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program)

B. EXEMPTIONS

The PHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][l] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

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C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs 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 substance abuse or mental health treatment).

In addition to the HUD definition above, the PHA definition includes any of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

Other activities as approved by the PHA on a case-by-case basis.

IDA (Individual Development Account) participants.

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

D. ANNUAL DETERMINATIONS

For each public housing resident subject to the requirement of community service, the PHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

E. NONCOMPLIANCE

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and

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Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

The head of household and the noncompliant adult must sign the agreement to cure.

Ineligibility for Occupancy for Noncompliance

The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

F. PHA RESPONSIBILITY

The PHA will ensure that all community service programs are accessible for persons with disabilities.

The PHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

G. BHA COMMUNITY SERVICE REQUIREMENT

The PHA will contract to a number of third parties to administer the community service program. Contractors will be chosen to perform the following functions:

Case management and monitoring

Placement in community service positions

Liaison to volunteer agencies

Drug and alcohol counseling

Community service activities in public housing developments

A determination is made that the debtor is judgment proof.

The debtor is deceased.

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The debtor is confined to an institution indefinitely.

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SECTION 8 ADMINISTRATIVE PLAN

2012 - 2013

SECTION 8 ADMINISTRATIVE PLAN
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1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

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

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Bristol Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Bristol Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Bristol Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Bristol Housing Authority will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form to them. The Bristol Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Bristol Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Bristol Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Bristol Housing

Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form, if they identify themselves as having a disability.

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

All decisions granting or denying requests will be in writing.

1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Bristol Housing Authority will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Bristol Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Bristol Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Bristol Housing Authority's business is housing. If the request would alter

the fundamental business that the Bristol Housing Authority conducts, that would not be reasonable. For instance, the Bristol Housing Authority would deny a request to have the Bristol Housing Authority do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Bristol Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

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

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

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

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate **family obligations** will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The Bristol Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following language will be covered:

Spanish

1.6 FAMILY/OWNER OUTREACH

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

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

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

The Bristol Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings will be conducted in association with the Greater Bristol **property owners' association**. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

A. Explain how the program works;

B. Explain how the program benefits owners;

C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Bristol Housing Authority helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Bristol Housing Authority staff.

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

1.7 RIGHT TO PRIVACY

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

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.8 REQUIRED POSTINGS

The Bristol Housing Authority will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

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

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

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

2.0 BRISTOL HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

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

2.1 BRISTOL HOUSING AUTHORITY RESPONSIBILITIES

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

B. In administering the program, the Bristol Housing Authority must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

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

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust Bristol Housing Authority utility allowance;

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

18. Determine whether to terminate assistance to a participant family for violation of family obligations such as failure to report increase/decrease household income, and household composition;

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

20. Conduct informal hearings on certain Bristol Housing Authority decisions concerning participant families;

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

22. Administer an FSS program **(if applicable) or provide participant services through local service agencies as the Bristol Housing Authority becomes aware of such need**.

2.2 OWNER RESPONSIBILITY

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

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with ***HQS***, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Bristol Housing Authority information required under the HAP contract.

5. Collecting from the family:

a. Any security deposit required under the lease.

b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Notify the Bristol Housing Authority immediately if tenant moves, is evicted, changes family composition or has been arrested for drug-related or violent activity.

8. Paying for utilities and services (unless paid by the family under the lease.)

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

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that the Bristol Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Bristol Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers of all household members and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. ***HQS*** breach caused by the Family

The family is responsible for any ***HQS*** breach caused by the family or its guests.

C. Allowing Bristol Housing Authority Inspection

The family must allow the Bristol Housing Authority to inspect the unit at reasonable times and after at least a 2 day notice.

D. Violation of Lease

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

E. Family Notice of Move or Lease Termination

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

F. Owner Eviction Notice

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

G. Use and Occupancy of the Unit

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

2. The Bristol Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Bristol Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Bristol Housing Authority to add any other family member **or non-family member** as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section). **All persons added to the family composition are subject to the Bristol Housing Authority's screening criteria.**

3. The family must promptly notify the Bristol Housing Authority if any family member no longer resides in the unit.

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

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses. All income derived from the activity(s) must be reported to the Bristol Housing Authority.

6. The family must not sublease or let the unit.

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

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Bristol Housing Authority for absences exceeding 30 days in writing. The Bristol Housing Authority will make a determination in writing within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the Bristol Housing Authority

I. Interest in the Unit

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

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs such violation will result in termination of subsidy.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity such violation will result in termination of subsidy.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -

- 1 person can qualify as a family,
- has an income within the income limits,
- meets citizenship/eligible immigrant criteria, **Systematic Alien Verification for Entitlements (SAVE) Program-**system to verify citizenship status for eligible non-citizen applicants and participants
- provides documentation of Social Security Numbers, and signs consent authorization documents.
- In addition to the eligibility criteria, families must also meet the Bristol Housing Authority screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

Family status.

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

   a) Children temporarily absent from the home due to placement in foster care are considered family members.
   b) Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

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

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

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

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

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

   a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

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

   c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

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

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

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

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

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

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

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

Income eligibility

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

   a. A very low-income family;

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

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

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

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

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

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

3. The applicable income limit for issuance of a voucher is the highest

income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program. After one year of Section 8 subsidized assistance within the Bristol jurisdiction a Section 8 Voucher holder may transfer to another community under the portability regulations.

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

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

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

C. Citizenship/Eligible Immigrant status

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

Family eligibility for assistance.

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

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

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

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

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

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

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

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

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

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

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

3. The Bristol Housing Authority will check with the State sex offender registration

program and will ban for life any individual who is registered as a lifetime sex offender.

4. Suitability for housing is not limited to criminal conduct but may also include credit and previous landlord histories. Additional screening is the responsibility of the owner. Upon the request of a prospective owner, the Bristol Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

4.0 MANAGING THE WAITING LISTS

4.1 OPENING AND CLOSING THE WAITING LISTS

Opening of the waiting lists will be announced via public notice that applications for the Section 8 Program or Project-Based Voucher (PBV) program will be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

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

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

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted *via mail to the Bristol Housing Authority, 164 Jerome Avenue, Bristol, Connecticut 06010 or as indicated in the announcement.*

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Bristol Housing Authority jurisdiction, the Bristol Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list. When the waiting list is open, preferences will be given to the following families:

A. **Non-elderly Disabled (3 points)**
B. *Disaster Affected Families (2 points)*
C. *Elderly Families (2 points)*

D. Veteran Families (2 points)
E. Families that live/work in the Greater Bristol Area (1 point)

Families will be placed on the waiting list(s) in order of preferences and date/time.

When the applicable waiting list(s) is open, completed applications *including a police report* will be accepted from all applicants. The Bristol Housing Authority will verify the information in the applications relevant to the applicant's eligibility including the *police report* and income. The Bristol Housing Authority will maintain a waiting list of eligible, approved applications only.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Bristol Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (860)584-1565

The application process will involve two phases.

A. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to:

   1. *Complete the pre-application form.*
   2. *Obtain a copy of police report of all applicants or members of the household 17 years of age or older.*
   3. *Provide Verification of income*

   Upon receipt of the families' initial application, the Bristol Housing Authority will make a preliminary determination of eligibility. The Bristol Housing Authority will notify *eligible* famil*ies* in writing that the application has been *accepted* and that the family will be *provided their standing on the waiting list* and if possible, the approximate amount of time before housing assistance may be offered.

   If the Bristol Housing Authority determines the family to be ineligible, the notice will state the reasons, and offer the family the opportunity of an informal review of this determination within *10 business* days.

   The accepted applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Bristol Housing Authority will annotate the applicant's file and will update their place on the waiting list.

B. The second phase is the final determination of eligibility and verification of information presented. This takes place when the family nears the top of the waiting list. The Bristol Housing Authority will ensure that verification of all preferences, eligibility, and suitability selection factors are current and in order so as to determine the family's final eligibility for admission into the Section 8 *Voucher* Program.

4.3 ORGANIZATION OF THE BHA WAITING LISTS

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

A. The application will be a permanent file under statutory guidelines

B. All applications will be maintained in sequence based upon date and time, and preference *as stated in the notice of the opening of the Waiting List.*

C. Any contact between the Bristol Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations. A separate waiting list for PBV applicants can, however, be maintained.

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified.

Once the preference has been verified the family will complete a full application, present Social Security Number information, birth certificates, citizenship/eligible immigrant information, all relative qualification criteria and sign the Consent for Release of Information forms. In addition, family members seventeen years of age and older must complete an NCIC form to allow the Bristol Housing Authority to perform a National criminal check.

4.5 MISSED APPOINTMENTS

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

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

4.6 PURGING THE WAITING LIST

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

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

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

A. The applicant requests that the name be removed;

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

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

4.8 GROUNDS FOR DENIAL

The Bristol Housing Authority will deny assistance to applicants who:

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

- A satisfactory police report within the last 5 years

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

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

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

E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of others, or cause damage to the property; a history and or a pattern of alcohol abuse which will adversely affect the rights and well being of others.

F. Currently owes rent, damages, or any other amounts to any housing authority in connection with the Public Housing or Section 8 Programs, and/or private landlord or utility companies *without a current restitution agreement*. For current Bristol Housing Authority residents anticipating a *voucher*, a preliminary inspection will be done to assess any damages to the unit. *The resident will be given 30 days to correct any violations.* If this unit *again* fails the inspection, the application will be denied *a Section 8 voucher. If the resident owes the Bristol Housing Authority any unpaid rent, damage/repair charges, utilities and/or legal fees, the resident will be allowed 30 days to make any payment in full. If such balance(s) is not paid the resident will be denied a voucher.*

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

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

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

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

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

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

3. The person has otherwise been rehabilitated successfully; or

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

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

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

M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

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

O. After conclusion of a National Criminal Information Computer Report (NCIC) the applicant will be required to provide additional proof of non-criminal activity that may not be listed on the report at the applicant's expense.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

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

4.10 INFORMAL REVIEW

If the Bristol Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Bristol Housing Authority will promptly provide the applicant with written notice of the determination. **The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 30 business days of the denial.** The Bristol Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in a BHA assisted housing program either as a special admission or as a waiting list admission. If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Bristol Housing Authority will use the assistance for those families.

5.2 PREFERENCES

The Bristol Housing Authority will select families based on the following preferences except that a moving PBV tenant in good standing for one full year has the top priority for a portable HCV that becomes available above all other preferences as required by the "family right to move" regulations of the PBV program regulations found at 24 CFR Part 983.260. Otherwise, the following preferences shall then apply.

A. **Non-elderly Disabled (2 points)**
B. Disaster Affected Families (2 points)
C. Elderly Families (2 points)
D. Veteran Families (2 points)
E. Families that live/work in the Greater Bristol Area (1 point)

5.3 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth.

Not with-standing the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

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

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

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

Bedroom size will also be determined using the following guidelines:

A. Children of same gender will share a bedroom.

B. Children of opposite gender, both under the age of six (6), will share a bedroom.

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

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

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

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

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

6.1 BRIEFING

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

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

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction; upon receipt of a Section 8 Voucher, the Bristol Housing Authority requests that the recipient remains in the jurisdiction at least one year

D. Types of eligible housing;

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

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

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

6.2 PACKET

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

A. *The term of the voucher and the HA's policy on any extensions or suspension of the term. If the HA allows extensions, the packet must explain how the family can request one.*

B. *How the HA determines the housing assistance for a family. The HA must include the payment standard and the utility allowance schedule.*

C. *How the HA determines the maximum rent for a unit.*

D. *Where a family may lease a unit. For a family that qualifies to lease a unit outside of the Bristol Housing Authority's jurisdiction under portability procedures, the information packet must include an explanation of how portability works. The Bristol Housing Authority will also include a list of portability contact persons for neighboring housing agencies, with the name, address, and telephone number of each, for use by families who move under portability. If for a PBV unit, the family will be advised on the limits regarding portability vs. a regular portable voucher and must sign the PBV addendum.*

E. *The HUD required form HUD-52741-A, Tenancy Addendum, Section 8 Tenant Based Assistance, Housing Choice Voucher Program (Tenancy Addendum). The language that must be in the lease.*

F. *The form HUD-52517, Request for Tenancy Approval, and an explanation of how to request HA approval to lease a unit.*

G. *A statement of the HA policy on providing information about a family to prospective owners.*

H. *HA subsidy standards, including when the HA will consider giving an exception to the standards*

I. *The HUD brochure on how to select a unit.*

J. *Information on federal, state, and local equal opportunity laws and a copy of the housing discrimination complaint form.*

K. *A list of landlords or other parties known to the Bristol Housing Authority who may be willing to lease a unit to the family, or help find the family a unit, including properties or organizations that operate outside the areas of poverty or minority concentration.*

L. *A notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the HA that may be available.*

M. *Family obligations under the program.*

N. *Family obligations under the program, including any obligations of a welfare-to-work family.*

O. *HA informal hearing procedures. This information must describe when the HA is required to give a participant family the opportunity to an informal hearing, and how to request a hearing.*

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

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

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

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

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

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

6.4 TERM OF THE VOUCHER (NOT APPLICABLE TO PBVS)

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

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time

would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, the Bristol Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

6.5 APPROVAL TO LEASE A UNIT

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

A. The unit is eligible;

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

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

D. The rent to owner is reasonable;

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

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

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

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

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

A. The unit passes the Housing Authority *HQS* inspection;

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

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

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

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

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

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

6.6 BRISTOL HOUSING AUTHORITY DISAPPROVAL OF OWNER

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

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

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

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

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

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

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

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

1. premises by tenants, Bristol Housing Authority employees or owner employees; or

2. residences by neighbors;

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

6.7 INELIGIBLE/ELIGIBLE HOUSING

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

A. A public housing or Indian housing unit;

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

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

D. College or other school dormitories;

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

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

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

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

A. Congregate housing

B. Group homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

The Bristol Housing Authority will approve leases for the following housing types:

A. Single family dwellings

B. Apartments

C. Manufactured housing

D. Manufactured home space rentals

E. House boats

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

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

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Bristol Housing Authority

will issue the family a new voucher if the family does not owe the Bristol Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Bristol Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived. **Participating families may only move on the 1st or the 15th of the month.**

7.1 WHEN A FAMILY MAY MOVE

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

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

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

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

7.2 PROCEDURES REGARDING FAMILY MOVES-

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

This briefing is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

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

E. Portability requirements, opportunities and limitations for the program in question (Portable or Project-Based Voucher.

F. The need to have a reexamination conducted within 120 days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Bristol Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Bristol Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Bristol Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Bristol Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE BRISTOL HOUSING AUTHORITY

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Bristol Housing Authority at the time the family first submits its application for participation in the portable voucher program to the Bristol Housing Authority may lease a unit anywhere in the jurisdiction of the Bristol Housing Authority

or outside the Bristol Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

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

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

Families may only move to a jurisdiction where a Section 8 Program is being administered.

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

8.2 INCOME ELIGIBILITY

A. Admission

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

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

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

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

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing

authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES (NOT APPLICABLE TO PBV PROGRAM)

A. When the Bristol Housing Authority is the Initial Housing Authority:

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

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

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

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

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

B. When the Bristol Housing Authority is the Receiving Housing Authority:

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

2. The Bristol Housing Authority will issue a voucher to the family. The term of the Bristol Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Bristol Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Bristol Housing Authority during the term of the Bristol Housing Authority's voucher.

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

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

5. If the Bristol Housing Authority opts to conduct a new reexamination, the Bristol Housing Authority will not delay issuing the family a voucher or

   otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

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

C. Absorption by the Bristol Housing Authority

1. If funding is available under the consolidated ACC for the Bristol Housing Authority's Voucher Program when the portable family is received, the Bristol Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Bristol Housing Authority's Tenant-Based Program.

D. Portability Billing

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

   a. As the Initial Housing Authority, the Bristol Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the

Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

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

E. When a Portable Voucher Family Moves

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

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

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

When Annual Income cannot be anticipated for a full twelve months because the family reports little or no income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), or BHA believes that past income is the best available indicator of expected future income

BHA will use past actual income received or earned within the last 12 months of the determination date to calculate annual income. [24 CFR 5.609(d)].

The method used depends on the regularity, source and type of income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file.

9.2 INCOME

BHA verifies income using HUD's Enterprise Income Verification system.

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

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

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

3. Are not specifically excluded from annual income.

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

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

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

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

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

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

are excluded.)

6. Welfare assistance.

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

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

      ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

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

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

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

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

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

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

E. Income of a live-in aide;

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

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

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

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

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

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

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

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

11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

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

    These exclusions include:

    a. The value of the allotment of food stamps

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

c. Payments received under the Alaska Native Claims Settlement Act

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

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

f. Payments received under the Job Training Partnership Act

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

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

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

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

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

n. Earned income tax credit refund payments

o. Payments for living expenses under the AmeriCorps Program

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the

employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

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

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

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

E. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.

2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.

3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least $500.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

F. Child care expenses.

10.0 VERIFICATION

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

10.1 ACCEPTABLE METHODS OF VERIFICATION

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

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

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

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

10.2 TYPES OF VERIFICATION

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

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, Prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	needed	
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
	Court order, letter from source, letter	Record of deposits, divorce

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Alimony/child support	from Human Services	decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred in order to participate in a program	N/A

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

1. The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

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

3. Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

4. Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Bristol Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Bristol

Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Bristol Housing Authority will mail information to the INS so a manual check can be made of INS records.

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

6. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

8. If no family member is determined to be eligible under this Section, the family's admission will be denied.

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

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

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

A. **Prior to admission families are required to provide verification of Social Security Numbers for all family members age 0 and older 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.**

B. If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Bristol Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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

D. If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 90 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

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

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

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

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

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

11.2 RENT REASONABLENESS

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

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

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

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

11.3 COMPARABILITY

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

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

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

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Bristol Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the portable voucher Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the portable and project-based Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 Setting the Payment Standard

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

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

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Bristol Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

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

11.4.2 Selecting the Correct Payment Standard for a Family

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

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

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

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

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

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

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

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

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

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

standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

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

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income

2. 30% of adjusted monthly income

3. Minimum rent

4. The welfare rent

Plus any rent above the payment standard.

B. Minimum Rent.

c. The Bristol Housing Authority has set the minimum rent of zero.

C. Section 8 Merged Vouchers

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

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

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

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

I. The payment standard amount for the appropriate family unit size; or

ii. The payment standard amount for the size of the dwelling unit actually rented by the family.

b. If the dwelling unit is located in an exception area, the Bristol Housing Authority will use the appropriate payment standard for the exception area.

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

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

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

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

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

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

2. The Bristol Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

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

b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

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

4. HAP equals the lesser of:

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

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

F. Rent for Families under the No-citizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Bristol Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Bristol Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

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

11.6 UTILITY ALLOWANCE

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

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

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with housing management.

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

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

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

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

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

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

11.8 CHANGE OF OWNERSHIP

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

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

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

B. Tax Identification Number or Social Security Number.

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

12.0 INSPECTION POLICIES, *HOUSING QUALITY STANDARD*, AND DAMAGE CLAIMS

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

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

If the family misses the scheduled inspection and fails to reschedule the inspection, the Bristol Housing Authority will only schedule one more inspection. If the family misses two inspections, the Bristol Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

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

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

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

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

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

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

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

G. Quality Control Inspection - Supervisory *re-inspected sample will be drawn from recently completed HQS inspections (from previous 3 months) and will be drawn to represent a cross section of neighborhoods and of each inspector(s)* on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for *HQS*

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

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

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

4. The owner is not responsible for a breach of the *HQS* that is not caused by the owner, and for which the family is responsible. Furthermore, the Bristol Housing Authority may terminate assistance to a family because of the *HQS* breach caused by the family.

B. Family Responsibility for *HQS*

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

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

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

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

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

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

12.3 *HOUSING QUALITY STANDARD (HQS)* 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following *Housing Quality Standard*:

A. Sanitary Facilities

1. Performance Requirements

   The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

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

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

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

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate

heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.

c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

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

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

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

I. Lead-based Paint

1. Definitions

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

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

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

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

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

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

2. Performance Requirements

a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as

practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

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

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

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

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

f. The requirements in this paragraph apply to:

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

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

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

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

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

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

i. Within the unit;

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

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

j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

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

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

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

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

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

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

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

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

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

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

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

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

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

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

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

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

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The Bristol Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Bristol Housing Authority has received HUD approval to require the following additional criteria:

A. In each room, there will be at least one exterior window that can be opened and that contains a screen.

B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.

C. Adequate heat shall be considered to be 68 degrees.

D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial *HQS* Fail Items

The Bristol Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 15 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails *HQS* again, the owner and the participant will be advised to notify the Bristol Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 45 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the *HQS* requirements. If unit does not pass initial inspection within 45 days, family will be sent a letter from BHA indicating that they must locate another apartment.

B. *HQS* Fail Items for Units under Contract

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

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

If the participant fails to correct the *HQS* failed items that are family-caused after proper notification has been given, the Bristol Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

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

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

3. For all non-emergency repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Bristol Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Bristol Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance.

Appropriate extensions will be granted *beyond the 30-day extension* if severe weather conditions exist for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

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

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

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

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

H. Electrical outlet smoking or sparking

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

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

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

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

12.7 ABATEMENT

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

If the corrections of deficiencies are not made within the 30-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Bristol Housing Authority will end the abatement the day the unit passes inspection. Rent will be reinstated the following month. Please note that payments withheld for any month due to abatement will not be reimbursed.

If repairs are not completed by the deadline, the Bristol Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing. *A new HAP contract will be signed if the existing violations are completed.*

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

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

Damage claims are limited in the following manner:

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

B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

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

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

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

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

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

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

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

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

All claims and supporting documentation under this Section must be submitted to the Bristol Housing Authority within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Bristol Housing Authority. This shall be done by either paying the full amount due immediately upon the Bristol Housing Authority requesting it or through a Repayment Agreement that is approved by the Bristol Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION

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

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

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

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

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

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

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

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

14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Bristol Housing Authority taking action to terminate the family's assistance.

14.2 INTERIM REEXAMINATIONS

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

Families will be required to report any increases in income or decreases in allowable expenses between annual reexaminations within thirty (30) days of the change.

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

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

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

C. Family break-up

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

1. To whom the certificate or voucher was issued.

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

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

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

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Bristol Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

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

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

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

Families are not required to, but may at any time, request an interim reexamination based on a*n increase or* decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Bristol Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Bristol Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

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

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

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

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

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE BRISTOL HOUSING AUTHORITY

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

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

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

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Bristol Housing Authority determines that

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

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

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

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

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

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

I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

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

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

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

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

N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the

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

16.0 *COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS*

16.1 COMPLAINTS

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

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

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

B. When an Informal Review is not Required

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

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

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

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

4. A Bristol Housing Authority determination that a unit selected by the applicant is not in compliance with *HQS*.

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

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the Bristol Housing Authority.

C. Informal Review Process

The Bristol Housing Authority will give an applicant an opportunity for an informal review of the Bristol Housing Authority decision denying assistance to the applicant. **BHA has 10 days to schedule a hearing date/time. The hearing will be forfeited if cancelled 3 times.** The procedure is as follows:

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

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

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

D. Considering Circumstances

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

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.
If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of

alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Bristol Housing Authority will consider evidence of whether the household member:

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

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

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

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

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

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

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Bristol Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Bristol Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Bristol Housing Authority policies: **BHA has 10 days to schedule a hearing date/time. The hearing will be forfeited if cancelled 3 times.**

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

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

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

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

e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

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

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

B. When a Hearing is not Required

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

1. Discretionary administrative determinations by the Bristol Housing Authority.

2. General policy issues or class grievances.

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

4. A Bristol Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

5. A Bristol Housing Authority determination not to approve a unit or lease.

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

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

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

C. Notice to the Family

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

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

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

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

D. Hearing Procedures

The Bristol Housing Authority and participants will adhere to the following procedures:

1. Discovery

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

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

Note: The term **document** includes records and regulations.

2. Representation of the Family

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

3. Hearing Officer

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

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

4. Evidence

The Bristol Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

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

6. Effect of the Decision

The Bristol Housing Authority is not bound by a hearing decision:

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

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

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

E. Considering Circumstances

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

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

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of

the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Bristol Housing Authority will consider evidence of whether the household member:

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

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

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

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

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

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

17.0 TERMINATION OF THE LEASE AND CONTRACT

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

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Bristol Housing Authority after the first year of the

lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.

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

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

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

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

iv. Any drug-related or violent criminal activity on or near the premise A history or pattern of alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of others

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

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

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

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

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

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

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

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

3. Termination of the Lease by mutual agreement

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

B. Termination of the Contract

1. Automatic termination of the Contract

a. If the Bristol Housing Authority terminates assistance to the family, the contract terminates automatically.

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

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

2. Termination of the contract by the owner

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

3. Termination of the HAP contract by the Bristol Housing Authority

The Housing Authority may terminate the HAP contract because:

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

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

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

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

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

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

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

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

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

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

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

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

18.0 REPAYMENT AGREEMENTS

- Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

BHA will require a lump-sum payment for any amounts owed over $2,000. The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:
a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.

c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

19.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

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

The Bristol Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to *$2,000* for authorized expenditures.

Any item(s) exceeding *$2,000* will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

20.0 INTELLECTUAL PROPERTY RIGHTS

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

21.0 BRISTOL HOUSING AUTHORITY OWNED HOUSING

Units owned by the Bristol Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Bristol Housing Authority will do the following:

A. The Bristol Housing Authority will make available through the briefing process both orally and in writing the availability of Bristol Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

B. The Bristol Housing Authority will obtain the services of an independent entity to perform the following Bristol Housing Authority functions:

   1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Bristol Housing Authority.

   2. To assist the family in negotiating the rent.

   3. To inspect the unit for compliance with *HQS*.

C. The Bristol Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions
(i)

D. The Bristol Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.

E. The Bristol Housing Authority or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

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

B. Over-FMR Tenancy

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

C. Voucher Tenancy

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

D. Regular Certificate Tenancy

The Bristol Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of August 12, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Bristol Housing Authority will give at least 120 days written notice of such termination to the

family and the owner, and the Bristol Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Bristol Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

Bristol Public Housing Authority (BHA) Section 8 Administrative Plan Amendment for Section 8 Project Based Voucher Assistance as per PBV Regulations Contained Within 24CFR, Part 983, as Amended

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22.10 ATTACHMENT B- Program Descriptions of Related Affordable Housing Development Programs
22.11 ATTACHMENT C-Subsidy Layering Review Checklist for Projects Using Section 8 PBV

22.12 Attachment D-Davis-Bacon Requirements

Project-Based Voucher (PBV) Assistance

22.1 General

On October 13, 2005, HUD published the final rule for the Project-based voucher program. This rule can be found at 24 CFR Part 983.

All regulations governing the tenant-based Housing Choice Voucher Program (HCV) program, found at 24 CFR 982, are applicable to the PBV program, with the exception of those sections listed at Parts 983.2(b) and (c) and described in Attachment A to this PBV chapter.

The PBV has two components:

> New Construction/Rehabilitation, referred to as **"Development" PBV** (for units that will be newly constructed or rehabilitated) and **"Existing" PBV** (for occupied or ready to be occupied units approved after inspection as HQS Compliant)

This administrative plan establishes BHA's PBV policies and procedures for each area of program operation required by 24 CFR Part 983. It also includes discussion about many other important areas of PBV program administration that will assist Authority Staff to undertake

careful and accurate administration of this valuable Section 8 program component. This plan has been designed to closely mirror the structure of 24 CFR Part 983. Key BHA PBV policy considerations, as they may be amended from time to time, are and will in the future be included in BHA's PHA Administrative Plan and related documents.

This plan does not apply to the former project-based certificate (PBC) program. Units under the predecessor PBC program are subject to the provisions of 24 CFR Part 983 codified as of May 1, 2001, with the exception of the term of renewal, discussed in the October 13, 2005 final rule at 983.10. This section limits extension of PBC HAP contracts to an aggregate term of 15 years. Since all new project-basing of Section 8 Rental Assistance must be through the PBV program, and the Authority has never utilized either program before, the PBC rules are not applicable to Contract Administration duties at the BHA.

HA Discretion to operate a PBV Program (983.5(c) and Maximum Amount of PBV assistance (983.6 (a))

The BHA wishes to exercise its discretionary authority to operate a Project Based Voucher component under the October 13, 2005 final rule and regulations found at 24 CFR Part 983 as amended. The option to set-aside up to 20% of HCV budget authority (983.6(a)) will permit the BHA to develop and maintain long-term safe, decent and affordable housing that is accessible to its Section 8 applicants and program participants. The BHA has not set a specific goal for the amount of its unit allocation authority that it will dedicate to its PBV program; however, in any given calendar year, the BHA reserves the right to utilize up to 20% of its unit allocation authority for its PBV program.

22.2 Selection of PBV Owner Proposals

22.2.1 Two approved methods for proposal selection (983.51(b)(1) and (2))

The final rule establishes two methods that a PHA can use to select owner proposals. These methods are found at 983.51(b)(1) and (2).

1. 983.51(b)(1) permits the PHA to publicly issue a competitive request for PBV proposals.

2. 983.51(b)(2) permits the PHA to select proposals that have successfully competed for housing assistance under a federal, state, or local government housing assistance, community development, or supportive services program, provided the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and in the case of competitive selections that the earlier proposal did not involve any firm commitment that the project would receive PBV assistance prior to approval of occupancy. An example of such a non-competitive proposal could be, for instance, the non-competitive selection of a project applying for an allocation of Federal Low Income Housing Tax Credits (LIHTC's) for a proposed new construction or existing substantial rehabilitation effort where the property will be affordability-use restricted for at least a ten-year

term. In this way, the Authority may provide needed rental assistance to support such proposals targeted towards the creation of project-based affordable housing opportunities already identified by the community as meeting a specific public purpose. The BHA reserves the right to use both methods of PBV proposal selection.

22.2.2 Public notice of BHA requests for PBV proposals (983.51(c))

Public notice is required for competitive PBV proposals that will be selected under 983.51(b)(1) or 983.51(b)(2) above.
The BHA utilizes local newspapers to publish all major announcements and all key documents for its entire complement of housing and community development programs and activities. Key areas of public notification for which BHA utilizes this method include, but are not limited to: Notifications of Funding Availability (NOFA) and Requests for Proposals (RFP); and notification of assisted unit availability (opening of waiting lists, for instance).

The BHA will announce all PBV NOFAs and any subsequent modifications to these PBV NOFAs in a local newspaper of choice.

22.2.2.1 Public announcement of "Existing" PBV Competitive Allocation NOFAs

"Fixed date-due" NOFAs will be announced at least four weeks in advance of the prescribed due date. NOFAs for **"rolling"** applications will be announced at least three weeks in advance of the initial application acceptance date. Any modification(s) to an "existing" PBV NOFA will be announced on the website and will indicate an effective date of the modification(s) including, in the case of "rolling" applications, the date at which BHA will no longer accept additional applications.

The BHA reserves the right to implement more than one "existing" PBV initiative at a time. In this instance, the specific NOFA requirements of each initiative will be publicly announced as described above.

22.2.2.2 Public announcement of "Development" PBV NOFAs

The Connecticut Housing Finance Authority (CHFA) administers the State of Connecticut's (LIHTC) program, and several other federal and state funded development programs and solicits proposals and awards funds for these and other state development programs based on publicly announced competitive selection criteria established for each of them. These solicitations are referred to as CHFA's LIHTC Affordable Housing Funding rounds. CHFA also partners with other federal, state, and local agencies to administer several development and rental assistance programs and initiatives. On occasion, the BHA may choose to coordinate its NOFA issuance with competitive funding announcements for development or rental assistance to be provided by CHFA and/or their partnership agencies as described above. Any such decision, however, is at the discretion of the Board of Commissioners and should be made only if and when it decides to issue a NOFA for competitive allocation(s) of PBVs.

Selection of publicly solicited PBV proposals (983.51(b)(1))

22.2.2.3 "Existing" PBV proposals

Each NOFA, its respective proposal application and review criteria will be posted in the public announcement pages of the local newspaper of choice and the application and review criteria will be available from BHA and on its website. The BHA will screen all applications for competitive "existing" PBV proposals and make all proposal selections. It will make a recommendation to the BHA Board of Commissioners for final commitment of PBV funds for each project. For "rolling" NOFA's, the BHA will announce within a local newspaper of choice the date it will stop accepting these competitive PBV proposals. The proposals will be reviewed on a rolling basis as they are received unless otherwise stated in the NOFA's proposal selection requirements.

Awards will be contingent upon: 1) the availability of voucher and budget authority at the time the project is projected to be ready for occupancy; and, 2) the proposal's consistency with the published review criteria.

22.2.2.4 Competitive "Development" PBV proposals linked to CHFA-administered affordable housing funding rounds

Each respective NOFA for competitive funding programs will indicate if BHA "development" PBVs will be made available to any applicant that requests PBVs and successfully competes for the applicable development funds. The NOFA will indicate the maximum number of PBVs that could be made available for successful CHFA funding applicants and will emphasize that the proposal must be otherwise compliant with all PBV requirements.

22.2.2.5 "Development" PBV proposals for any future initiative

Awards of PBV assistance for any future development initiative that the BHA may elect to implement will be made by the BHA and/or a publicly announced partner agency designated by the BHA for this purpose.

22.2.2.6 Written notification of PBV selection to owner

Once an application has been screened and selected for PBV assistance on either the "existing" or "development" component, the BHA will issue a notice of "conditional reservation" of PBV rental assistance funding to the owner/project sponsor. This letter will advise the owner/project sponsor of all further requirements that must be satisfied prior to executing the Agreement to Enter Into a Housing Assistance Payments (AHAP) contract (in the case of "development" projects), or the Housing Assistance Payments Program (HAP) contract (in the case of "existing" projects.) Examples of these requirements could include, but are not limited to, satisfactory completion of the subsidy layering review (SLR), the environmental review (ER), approval of the owner's tenant selection plan, and final inspection of the units for HQS compliance. The letter will advise the owner/project sponsor that failure to complete all requirements for approval by HUD (where required) and the BHA will mean that the BHA will not be able to provide PBV assistance to the project. (See further discussion in Section 22.4.1). In the case of an application for PBVs from an outside applicant with no identity-of interest with

the Authority, the Board maintains the discretion to charge the successful applicant for reimbursement for reasonable costs of technical consultations required to fully implement the requested PBVs. Such costs, however, shall not exceed $20,000, must be fully disclosed within competitive Requests for Proposals (if applicable), or within correspondence to an applicant being chosen using the noncompetitive PBV allocation regulations, and can be paid half at application, and one half at successful implementation of the PBVs. Any such fees must be fully disclosed in the written notification letter of any PBV award to the sponsor's regarding a project receiving an allocation of rental subsidy.

22.2.3 Selection of PBV proposals previously selected through a non-PBV competition (983.51(b)(2))

At its option and on a case-by-case basis, the BHA may entertain requests to attach PBV assistance to units previously selected by a non-PBV competition, in accordance with the requirement of 983.51(b)(2)), under the following circumstances:

- Adequate PBV voucher and budget authority is projected to be available when the units are ready for occupancy;
- The request meets a compelling need and is otherwise consistent with the BHA's long-term affordable housing goals;
- The project is otherwise in compliance with all HUD and BHA PBV requirements.
- Number of units requested and target population is consistent with current BHA PBV NOFA requirements

The owner/project sponsor must initiate a written request for PBV assistance to BHA accompanied by a letter from the "selection agency" that competitively selected the project for housing assistance under a federal, state or local government program. This letter, submitted on the "selection agency's" letterhead and signed by an authorized official, must include the following information:

1. Date of the proposal selection;
2. A certification that the proposal was competitively selected by the agency in full compliance with all publicly advertised selection requirements;
3. A copy of the NOFA or other similar solicitation for affordable housing assistance that the owner/project sponsor responded to; and,
4. A description of the housing program for which the applicant successfully completed, noting any special deed restrictions and/or special considerations such as tenant selection preferences.

22.2.4 Public notice of BHA PBV owner/project sponsor selection (983.51(d))

Once the BHA has received all required HUD approvals to proceed to AHAP or HAP, as applicable, and all other program requirements have been met, BHA will publicly announce the selection of owner proposals in the a local newspaper of choice.

22.2.5 PHA-owned units (983.51(e))

The final rule permits PBV assistance to be attached to PHA-owned or controlled units. It expands the definition of PHA-owned housing to include "agents" of the PHA who hold a direct or indirect interest in the building in which the PBVs will be located. Therefore, any proposal for PBV housing in which the BHA has a direct or indirect interest must be considered PHA-owned housing and must follow the conflict of interest avoidance provisions of the PBV program included within 24 CFR Part 983.59, which require:

a. Another PHA entity to confirm rent reasonableness of BHA proposed PBV contract rents
b. Another PHA entity to conduct all individual unit HQS inspections as fee provider

22.2.5.1 "Existing" PBV PHA-owned unit proposals:

22.2.5.1.1 "Rolling" NOFAs

Where BHA's competitive "existing" NOFA provides for proposals to be submitted on a rolling basis, the BHA will review the proposal(s) as they are received and make awards based upon its published criteria. Any rolling "existing" PHA-owned proposal selected by the BHA will be forwarded to a designated 3rd party independent entity (such as neighboring PHA) for its review and approval as the third-party selection agent. When making the approval request, BRISTOL PHA will forward them 1.) the owner/project sponsor application and all attachments; 2.) the NOFA under which the proposal was submitted.

22.2.5.1.2 "Fixed Due-Date" NOFAs

When the BHA's "existing" NOFA provides for a "fixed due-date", the BHA will forward to the designated third-party selection agent a list of all applications received and a list of all applications selected in addition to items 1-3 above.

22.2.5.2 "Development" PBV PHA-owned unit proposals

These proposals will have been selected according to the published criteria announced by the BHA's published selection criteria to be included within any competitive NOFA for new development proposals. A program description, a funding competition description for each program, the proposal evaluation by the BHA professional staff and/or board members, and selection criteria for each program are provided in **Attachment B**. If the designated third party entity reviewing the transaction requires additional information to demonstrate that these projects have been selected in accordance with the respective development program's competitive selection criteria, the BHA will provide the additional requested information. Once approval to proceed has been received by the 3rd party entity, the BHA will issue the owner a written notification of PBV selection contingent upon the project meeting all PBV requirements.

22.2.5.3 Rents and inspections in PHA-owned PBV units (983.59(b)(1) and (2) and 983.103(f)

For both "existing" and "development" PHA-owned PBV units all inspections and determinations of reasonable rent made by the BHA must be reviewed and confirmed as reasonable by a qualified third-party independent entity (such as a neighboring PHA) already performing Contract Administration (CA) duties for other Section 8 assisted units. This step is

necessary to prevent a conflict of interest. Furthermore, the initial contract rent must be based upon an appraisal performed by a licensed, state-certified appraiser. To prevent even the appearance of a conflict of interest, it shall be the policy of the BHA not to award any Authority-owned or affiliated project participating in the PBV program contract rents in excess of those being charged for comparable HCV units receiving subsidy in Bristol.

22.2.6 Housing type - high rise elevator project for families with children (983.53(b))

A high-rise elevated building is defined by HUD as any building with 5 or more stories with an elevator. The final rule prohibits attaching PBV assistance to a high-rise elevator project that may be occupied by families with children unless the BHA initially determines there is no practical alternative (e.g., as a reasonable accommodation for a household member who is mobility impaired), and HUD approves such a finding. The BHA may make this determination on a project-by-project basis. Prior to approving any such proposals, the BHA will consult with the Harford, CT HUD office to ascertain what type of documentation would be required to potentially support such PBV projects based upon each project's particular demographics.

22.2.7 Subsidy layering review (SLR) - prohibition of excess public assistance (983.55)

SLRs must be completed and approved by HUD for all "development" PBV projects that utilize other publicly supported housing funds including, but not limited to, LIHTC's. Project-Based Voucher allocations processed under the "existing" PBV regulations are not required to submit an SLR.

The SLR is "intended to prevent excessive public assistance for the housing by combining (layering) housing assistance subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits."

22.2.7.1 SLR submission process for New Development Projects.

1. The applicant must submit to the BHA all the information required by the HUD mandated SLR checklist found in Attachment C.
2. The BHA must review the SLR package prepared by the applicant for completeness and consistency with program requirements.
3. If it appears complete and acceptable, the BHA must forward the SLR package to HUD's Hartford office and if directed by same to the Boston Area HUD Office having jurisdiction over Public and Indian Housing (PIH) programs. This office will also review the material, and, if found acceptable, submit it to HUD Headquarters for final review and approval.

Because of the multiple reviews involved in completing an SLR review (BRISTOL PHA, HUD Boston and HUD Headquarters), BRISTOL PHA will advise applicants that a final award of PBVs cannot be made until this review is completed and approved by HUD.

22.2.8 Exceeding the 25% cap on number of PBV units in a building (983.56)

In general, no more than 25% of the units in a building may receive PBV assistance. Two categories of housing are automatically exempt from this requirement:

1. Units in a **single-family** building, defined as any building with 1-4 units;
2. Units that will house **elderly and/or disabled** households for the term of the HAP contract.

An additional category of units referred to as "**excepted**" units are also exempt from the 25% cap. They are defined as follows:

3. Units that will house a qualifying family, defined by HUD as a household where at least one member will receive at least one **supportive service** for the term of the HAP contract.

22.2.8.1 Elderly and disabled households

The BHA may support PBV units targeted to elderly and/or disabled households in both competitive and non-competitive variants. At the BHA's discretion, it may require that services targeted to the needs of the elderly and/or disabled are provided on a regular basis by qualified providers, and/or that the elderly units be part of an assisted living project, as defined by Section 983.3(b) of the final rule.

22.2.8.2 Families receiving supportive services (983.56)

The BHA may support PBV units targeted to families receiving supportive services, including those projects where the number of PBV units requested will exceed the 25% building cap. In addition, the Authority reserves the right to require PBV project sponsors of Supportive Services rental housing to offer priority placement of existing Bristol Public Housing and HCV residents at initial occupancy and as vacancies occur if such households are certified by a qualified Supportive Services professional to need such services. All such transfers of residents, however, would be a voluntary basis. The types of services the BHA will deem eligible to qualify a project to meet HUD's definition of "excepted" units include, but are not limited to:

1) **Household Training** (e.g.: homemaking, parenting skills, money management);
2) **Job Training** (preparation and counseling, job development and placement, follow-up assistance after job placement);
3) **Services and Resources** (appropriate to assist families to achieve economic independence and self-sufficiency);
4) **Counseling for parents and other kinship relations caring for children with needs** (programs for families adopting children from State of CT social service programs and agencies);
5) **Remedial Education** (education for the completion of secondary or post-secondary education);
6) **Substance Abuse Treatment** (counseling and treatment for substance abuse).

It is not necessary that the services be provided onsite or by the project sponsor if the BHA has approved the services.

22.2.8.2.1 Extent to which services must be provided in "Exception" PBV Projects

A family must have at least one member receiving at least one "qualifying" supportive service. Every participating family occupying an "excepted" unit in a PBV supportive services project must sign a BHA-developed "PBV Contract of Family Participation." The BHA may require an applicant for a PBV allocation submitted under the Supportive Services regulations to assist the BHA professional staff in developing an appropriate Supportive Services Plan and corresponding PBV Contract of Family Participation as a condition of participation in the PBV program. This contract will establish a minimum period of time of no less than one year in which the family is expected to participate in one or more services and achieve certain goals during the term of the contract.

A household occupying an "excepted" unit cannot be required to participate in medical or disability-related services other than drug and alcohol treatment in the case of abusers as a condition of occupancy, although such services may be offered. (983.56(b)(2)(B))

The family may continue in occupancy in the "excepted" unit after they have successfully completed their supportive services contractual obligations. In this instance, the units will continue to count as "excepted" units for as long as the family eligibly resides in the unit.

22.2.8.2.2 BHA monitoring family receipt of services (983.56.(b)(2)(ii)(C)

As required by the final rule, the BHA will monitor the tenants' continued receipt of supportive services on an annual basis.

As part of the PBV application process for Exception Projects, each owner/project sponsor must articulate key program goals and core performance indicators in their PBV application. The owner/project sponsor will be required to describe how participant households will be monitored for compliance with their PBV Contract of Family Participation. During each 12-month cycle of the family's contract, the owner/project sponsor will be expected to maintain on-going evidence of the family's participation in their service program and maintain agreed upon data for inclusion in an annual performance report (PBV-APR) to be submitted to the BHA.

22.2.8.2.3 Termination of family for failure to fulfill service obligation

Failure by the family residing in an "excepted" unit to fulfill its service obligation, without good cause, will result in termination of the tenant from the PBV program and termination of the unit from the PBV program unless it is re-occupied by another "qualifying family."

At the BHA's request, the owner/project sponsor will be required to attend any tenant

termination hearing and provide documentation supporting the owner's determination that the tenant failed to comply with their PBV Contract of Family Participation.

22.2.9 Site selection standards (983.57)

Every PBV owner applicant must demonstrate that their project is consistent with HUD's statutory goal of "deconcentrating poverty and expanding housing and economic opportunities." The BHA will assess each application in this regard based on the following criteria:

1. **HUD Designated Zone** Whether the census tract in which the proposal will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.
2. **Public Housing Demolition** Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition.
3. **Significant Revitalization** Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization.
4. **Public Investment** Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement.
5. **Preservation of Existing Affordable Units-** Whether an existing affordability-restricted rental community is found to require rehabilitation in order to assure its preservation as and affordable housing resource to the community.
6. **Decline in Poverty Rate** If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate.
7. **Education and Economic Opportunities** Whether there are meaningful opportunities for educational and economic advancements in the census tract where the proposed PBV development will be located.

Every BHA PBV applicant must demonstrate to the BHA that their project satisfies the twin goals of deconcentrating poverty and expanding housing and economic opportunity regardless of the project's poverty rate as defined by the most recent census data. The BHA will make its assessment of an applicant's project's compliance with achieving these goal based on the totality of the applicant's response, taking into consideration the target population to be served (i.e. family, elderly, disabled, populations needing supportive services).

The aforementioned criteria require the applicant to discuss each factor as it relates to the project's actual census tract. The BHA will only consider information about activity in neighboring census tracts if the information about the actual census tract demonstrates that HUD's goals of deconcentrating poverty and expanding housing and economic activity are being achieved in the actual tract.

The BHA will also further assess each proposal to determine if it achieves the following BHA Section 8 Administrative Plan objectives:

- Development and maintenance of an adequate supply of safe, decent housing that is affordable and accessible to residents with a range of income levels and household needs;
- Assurance that CT residents with long-term support needs have access to appropriate services and accessible community housing options;
- Assurance of full and fair access to housing for all residents.

22.2.10 Environmental review (ER) (983.58)

Every PBV project is subject to HUD environmental review requirements. Prior to execution of an AHAP (for "development" PBV projects) or a HAP (for "existing" PBV projects), the owner must present evidence that the environmental review has been performed by a HUD designated "responsible entity" (such as CHFA's Development Division in the case of LIHTC projects).

22.*3 Dwelling Units*

22.3.1 Additional BHA quality and design requirements (983.101.(e)

All BHA PBV units must pass HUD physical inspections in order to be eligible for initial PBV assistance. BHA grading standards can be found in the PHA Administrative Plan. All PBV units must continue to meet HUD's Minimum Housing quality Standards (HQS) throughout the term of the HAP contract and have any deficiencies found through unit annual inspections that would bring such apartment out of compliance corrected within thirty days and re-inspected to assure compliance with HUD's Housing Quality Standards.

22.3.2 Annual inspections (983.103(d))

The final rule permits PHAs to annually re-inspect at least 20% of all PBV units per HAP. The BHA may choose to exercise this option if it feels it necessary to assure that housing quality standards are being met in each PBV unit.

22.3.3 Remedies for HQS violations (983.207(b)(2))

If PBV units are not maintained in accordance with the BHA's PBV/ HUD HQS standards (or other HAP requirements), the BHA may exercise any of its remedies under the HAP contract, including termination of assistance, abatement or reduction of HAP payment, reduction of contract units and/or termination of the HAP contract.

22.4 Requirements for Rehabilitated and Newly Constructed Units

Prior to ANY demolition and/or construction, all "development" PBV units require the owner/project sponsor to enter into an Agreement to Enter into a Housing Assistance Payment (AHAP) contract with the BHA.

22.4.1 Requirements that must be satisfied prior to AHAP execution

It is imperative that each PBV developer understands that an AHAP cannot be executed, and NO construction, demolition or work on the land can begin until the following actions are completed and approved by HUD (where applicable) and the BHA:

1. A subsidy layering review (SLR) for any project that has any other housing assistance from federal, state or local agencies, including tax concessions and tax credits. HUD, or an agency designated by HUD, must perform and approve the SLR. *NB: Any developer worried about the potential conflict between the SLR approval process and CHFA's tax credit requirement for expending a percentage of tax credit funds by a certain date should contact the BHA to discuss this situation immediately.*

2. An environmental review (ER) performed by the "responsible entity" (RE) designated by the city/town or state, or a certification by the RE that a review is not required. In the case of CHFA LIHTC transaction, the required environmental review for the award of such credits shall meet this requirement.

3. If a PHA-owned property, a HUD-approved 3rd party entity (such as neighboring PHA) must approve the selection of the environmental review proposal and perform the inspection or hire a contractor from its approved EV contractor list to do so. In addition, such 3rd party entity must make the final determination of rent reasonableness based upon a review of materials provided by the PHA.

4. If a high-rise elevated building that will house families with children, HUD must approve the site based on criteria that indicate "there is no practical alternative" for family housing in the community.

5. In-place tenants must be determined Section 8 eligible and appropriately housed in accordance with BHA subsidy standards for the HCV. The unit cannot be assisted with PBV assistance if the tenant is not eligible and would have to be displaced, unless the tenant agrees to move and the owner is prepared to relocate the tenant household at the owner's expense, in a comparable unit located in the same or nearby building.

6. The owner must provide various certifications and provide the required attachments prior to AHAP execution.

7. If the unit is located in a high poverty census tract (20% or greater), the BHA requires that the applicant demonstrate <u>before the AHAP can be signed</u> that their project is consistent with HUD's statutory goal of "deconcentrating poverty and expanding housing and economic opportunities." The seven required HUD criteria that must be addressed can be found in Section 22.2.9 of BHA's PBV Administrative Plan. The BHA will make its assessment of the project's compliance with these criteria based on the totality of the applicant's response. A project that cannot demonstrate compliance with these criteria will not be permitted to enter into AHAP.

Several of these requirements may conflict with other publicly funded housing programs. However, HUD has made clear that PBV requirements supersede other program requirements, even if these other programs are HUD-funded.

Failure to complete these steps in accordance with HUD's criteria and timeline **and** to obtain the required approvals means that the proposal cannot receive PBV assistance.

22.4.2 Required mandatory meeting with owner/project sponsor for "development" PBV projects

In the written notification of "conditional reservation" of PBV assistance to applicants for "development" PBV (see Section 22.2.2.9), the BHA informs the owner/project sponsor that they must attend a mandatory meeting with the Executive Director of the BHA and applicable staff to discuss all key AHAP and HAP requirements. It is the owner/sponsor's responsibility to contact the BHA upon receipt of this letter to set a date and time for such discussion. Each project has its own set of particular issues to be understood and worked out in advance of AHAP and/or HAP. These mandatory meetings are essential to assuring that the development process runs as smoothly as possible and that all stakeholders understand these key requirements from the day of notification of PBV selection.

The owner/sponsor is encouraged to bring the management agent for the property to this meeting. Owner/sponsors who have previously developed BHA PBV units are still required to attend this meeting for all new projects. Because there are almost always different stakeholders involved in each respective development project, this meeting allows key staff from each agency to meet one another before any work commences and to focus on issues specific to the project.

22.4.3 Prompt execution of AHAP (983.153(c))

The final rule states that the AHAP must be executed promptly after PHA notice of proposal selection to the selected owner. The BHA will comply with this requirement immediately upon receipt of HUD's ER clearance letter and HUD approval of the SLR and any other criteria that require HUD approval.

22.4.4 Additional AHAP requirements for BHA for PBV New Construction Applications

HUD AHAP Boilerplate

Part 1, Form HUD 52531-A; AHAP will be utilized for new construction projects.

BHA AHAP Contract Number

The BHA is required to assign a contract number to the AHAP which will be the same number used for the HAP contract.

AHAP Effective Date

The effective date of the AHAP may either be the date of execution or a subsequent date. Under no circumstances may the effective date precede the AHAP execution date.

Other significant dates:

- Date for commencement of work must be on or after the AHAP effective date and be a realistic date based on likely possible delays.

- Time for completion of work should be based on estimated completion date, with some cushion provided for unforeseeable delays. The BHA may extend the completion date if all work is not completed by the date indicated for reasonable cause acceptable to their office.

Contents of the AHAP:

- Exhibit A - The BHA must maintain in its files the property owner's application letter, the BHA's PBV reservation letter and the Internal PBV Processing Memo to file stating that the complete application is available for viewing at the offices of the BHA during normal business hours.

- Exhibit B - The BHA must include the owner's narrative description of the work to be completed that contains: 1) a certification that currently the project does not substantially comply with HQS and additional BHA or local government inspection standards and requires the described work in order to be compliant; 2) A certification that the owners and other principals are not on the US General Services Administration list of parties excluded from federal procurement and non-procurement programs; 3) A Memo to File stating that the work write-up for rehabilitation, or if new construction, the specifications and plans, may be viewed at the office of the BHA as selection agency.

- Exhibit C - This is prepared by the BHA and includes:
  1. AHAP contract number;
  2. Project address;
  3. Number of units by bedroom distribution;
  4. Size of the units, square footage, and the number of bathrooms in each unit;
  5. Utilities and services to be provided by the owner at no additional cost outside of the contract rent.
  6. Estimated gross rents that cannot exceed 110% of the published FMR or the HUD approved Exception Rent (ER), minus any allowance for tenant-paid utilities.

- Exhibit D - A copy of the Housing Assistance Payments (HAP) contract, Form HUD52530 A, that will be executed when the units are complete and accepted for occupancy by the Bristol Local Government and have been approved by the BHA as passing HQS inspection standards. The HAP Contract must be completed with owner name, contract number, (the same one used for the AHAP) and Exhibit B of the HAP contract which lists the services, maintenance and utilities to be provided by the owner at no additional cost outside of the contract rent.

- Exhibit E -If the work is to be completed in stages and brought under HAP in stages, this exhibit should indicate, by unit number, when each stage will be completed and ready for HAP.

- Exhibit F -The architect's certification as explained in the AHAP.

- Exhibit G - If PBV will be attached to nine or more units in the project, the Davis-Bacon (D B) Wage Rate Schedule, available online at http://www.access.gpo.gov/davisbacon will be exhibit G.

*Each page of **all** exhibits must include: 1) the project name; 2) address; 3) contract number, and 4) exhibit letter.*

All construction must be completed within the time specified in the AHAP (including any extensions approved by the BHA). Only when all work has been completed and the units pass the BHA's HQS inspection and are accepted for occupancy, will the owner and the BHA be authorized to execute the HAP contract.

With the exception of Davis-Bacon monitoring discussed below, monitoring of Section 3 compliance in part II of the AHAP involves informing the owner of the contractual obligations contained in Part 2 of the AHAP and, where applicable, keeping a copy of owner certifications of compliance in the project file.

22.4.4.1 Davis-Bacon (D-B)

Projects that will have nine or more units assisted with PBV are subject to D-B prevailing wage provisions for PBV. Even if there is HOME money in a project and it would ordinarily not be subject to D-B until 12 or more units are receiving assistance, the PBV award requires D-B compliance at nine units. The General Contractor (GC) is responsible for compliance with D-B for all employees on the site.

If D-B provisions apply to the project, the owner is responsible for ensuring that the appropriate language is contained in the construction contract(s). It is the responsibility of the BHA to monitor this compliance but they may request assistance from the aforementioned HUD-approved 3rd party entity (such as a neighboring Housing Authority) in meeting this obligation. Attachment D provides a complete overview of the Davis Bacon monitoring responsibilities.

22.5 Housing Assistance Payments Contract

22.5.1 Identifying "Excepted" units (983.203((h))

If PBV will be attached to more than 25% of the units in a multifamily building, the "excepted units" that will be set aside for the qualifying families must be identified.

For example: In a building with a total of 8 units, it is permissible to provide PBV assistance to

all 8 units (100%). In this instance, at least 6 of the units must be identified as "excepted units" and be occupied exclusively by elderly or disabled households or households that will receive services in accordance with Section 22.2.8 of this PBV administrative plan. The remaining two units fall within the 25% limit and do not need to be (but may be) occupied by one of these qualifying families.

22.5.2 Term of HAP contract and effective date of first payment (983.205(a))

The HAP contract may be executed for a term of up to fifteen years based on the owner's request and BRISTOL PHA approval. Under no circumstances may an assisted lease be made effective, or subsidy payments begin, prior to the effective date of the HAP contract which may not be executed by the Executive Director unless occupancy permits are received and HQS inspections completed to the satisfaction of the BHA.

22.5.3 HAP contract extensions (983.205(b))

Within one year of expiration of the initial 15-year HAP contract, BRISTOL PHA may agree to extend the contract for additional terms in five year increments. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension. Subsequent extensions are subject to the same limitation.

In all instances, an updated rent reasonableness test will need to be performed at the time of contract extension.

Factors to consider if contract extension is requested

BRISTOL PHA will consider several factors in its decision whether to extend an expiring PBV HAP contract, including but not limited to:

- Past Owner compliance with HQS requirements
- Rate of tenant turnover. A high rate (more than 25% annually), may indicate tenant dissatisfaction with the unit or owner.
- Timeliness of owner reporting of vacancies in order to minimize the time the unit remains vacant.
- Length of unit vacancies.
- Ease of re-leasing units at turnover.
- Owner's overall compliance with the HAP contract provisions.

BRISTOL PHA will permit a HAP contract extension for a unit that may be vacant at the time the contract expires provided the vacancy is recent and the project has not experienced a high rate of turnover during the contract term.

22.5.4 Wrong unit size for in-place family at time of contract extension request (983.253(b) and 983.259)

If an in-place family's bedroom needs have changed at the time of contract extension and the family is under-housed or over-housed and is no longer eligible for that particular unit size, the HAP contract may not be extended for that unit unless the family vacates the unit. In this case,

the family must either be offered another PBV unit of an appropriate size, if available and nearby, or be issued a portable replacement voucher at least 120 days prior to the HAP expiration date. If the family fails to use the voucher during its initial and any extended term, the voucher will expire, and the family will be responsible for the full gross rent of the unit.

In instances where the family size changes within 120 days of the HAP contract expiration, the same requirements previously stated apply. In these cases the HAP contract can be extended for the duration of the voucher (and any extensions), or for the time it takes for the tenant to re-locate to another PBV unit.

22.5.5 Termination of the HAP contract by owner because of rent reduction (983.205(d))

If the Bristol PHA (with CHFA concurrence in the case of PHA controlled units) performs a rent reasonableness test that results in a reduced amount below the contract rent, the owner may elect to terminate the HAP contract and the tenant must be offered the next available tenant-based voucher.

22.5.6 HAP contract amendment to add or substitute contract units 983.206(a)(b)

22.5.6.1 Substituting contract units (983.206(a))

BRISTOL PHA will permit the owner to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit provided the owner has otherwise acceptably performed all requirements under the HAP contract and the substitution does not violate any applicable cap in total PBV units permitted.

22.5.6.2 Amendment to add contract units (983.206(b))

BRISTOL PHA may permit additional PBV units to be added to the PBV HAP contract provided it has adequate voucher and budget authority at the time the request is received, and:

1. The total number of units in the building that will receive PBV assistance, or other project-based assistance, will not exceed 25% of the number of dwelling units (assisted or unassisted) in the building, if such cap is applicable to the particular PBV proposal being considered by the BHA.
2. The HAP can be amended during the three-year period immediately following the execution date of the HAP contract.
3. The owner has otherwise acceptably performed all requirements under the HAP contract.
4. Addition of units is consistent with any BRISTOL PHA publicly stated target population requirements (i.e. elderly, disabled, homeless, family, etc.) for PBV units at the time the request is made.

22.5.7 HQS and rent reasonableness requirements prior to contract extension

Prior to the extension term, the following actions must occur:

1. All units must be inspected for HQS compliance.
2. A rent reasonableness test for each unit must be performed by the Bristol PHA.
3. The units must be determined to be eligibly occupied and size appropriate for the in-place family.

4. In the case of PHA-owned units, CHFA, or another chosen third-party responsible entity (such as a neighboring PHA) must grant final approval of the Bristol PHA's determination of rent reasonableness and conduct physical inspections to insure compliance with HUD HQS requirements.

22.5.8 Termination of assistance

22.5.8.1 Reduction of unit(s) from HAP contract for tenant-caused program violations

If a tenant family is terminated by the Bristol PHA for program violations during the term of the HAP contract, both the owner and participant family will be notified by letter that assistance will be terminated effective one calendar month from the date of the notice. The BRISTOL PHA tenant based HCV program termination appeal procedures apply to tenants of PBV units. In the event the termination is upheld but the tenant remains in place, the subsidy may be moved to another available unit of the same size and quality in the same project (with no increase in the total number of units to be assisted) if requested by the owner. If no eligible unit is available or if the owner does not request a unit replacement, the HAP must be reduced by that one unit. At such time as the unit becomes vacant, the owner can request that the unit be restored to the HAP contract and if adequate voucher and budget authority is available, BRISTOL PHA may reinstate the unit.

22.5.8.2 HAP contract options when tenants become ineligible through no fault of tenant household

Families that become ineligible through no fault of the family, such as when an increase in household income results in 30% of its adjusted monthly income being equal to or greater than the gross rent for the unit, may remain in the unit paying the full rental amount. A family may remain in place (as a tenant in good standing) and pay the full rental amount without assistance indefinitely. The PBV contract, however, must be reduced by one unit through execution of a HAP amendment.

If the project is partially assisted the owner may request to substitute another same-size comparable unit for the ineligibly occupied one. If no such request is made by the owner, the HAP contract will be reduced by one unit.

Both the owner/project sponsor and the tenant will be notified by letter that the contract for the unit will be terminated effective one month from the date of notification.

If a family remains in place paying the full rent and subsequently becomes income eligible, the unit may be restored to the HAP contract if:

1. Adequate voucher and budget authority is available; and
2. The family has been re-determined program eligible; and
3. The owner did not substitute a different unit when the HAP contract for the ineligibly occupied unit was terminated.

Unlike the HCV, the PBV program does not provide for a six-month zero subsidy window for

participants in PBV units. The only way an over-income tenant who subsequently experiences a reduction in income could be reinstated to the PBV program is if the tenant stays in the terminated unit paying full rent, as described above, and the owner did not substitute another unit.

22.6 Additional Occupancy Factors to Be Considered for PBV Projects

22.6.1 Determining in-place tenant eligibility (983.251)

When PBV applications are selected (both "existing" and "development") and include units that are currently occupied at the time of selection, both the owner and the Bristol PHA must take the following steps:

22.6.1.1 Owner/Project sponsor responsibility

The owner sponsor must send all in-place tenants a letter explaining that the owner's units have been selected for PBV assistance and that if the tenants are determined program eligible (including being appropriately housed according to Bristol PHA's occupancy standards), that they will be eligible to receive PBV assistance. The owner's letter must emphasize that any tenant found ineligible will not be displaced. The Bristol PHA will provide the owner with the details about program eligibility and relocation requirements.

22.6.1.2 Bristol PHA responsibility

Once the owner's in-place tenant letter has been sent, the Bristol PHA will send to these tenants a modified HCV pre-application that seeks information about each tenant's household composition. This information will assist them in determining whether or not the household is occupying the appropriate number of bedrooms. Once the information is received, the BRISTOL PHA will inform the owner about its unit size determinations.

22.6.2 In-place non-eligible households (983.251(b)(2))

22.6.2.1 Over-housed and under-housed in-place households

Where there exists an in-place non-eligible, over- or under-housed household, that occupied unit cannot be brought onto the program unless the owner, at his expense, finds a suitable replacement unit acceptable to that household.

22.6.2.2 Unit substitution

If the unit is located in a partially assisted building and not more than 25% of the units receive PBV assistance, the owner may substitute another unit of the same size for the ineligibly occupied unit.

22.6.3 Selection from PHA waiting list (983.251(c))

BRISTOL PHA will maintain a PBV waiting list and reserves the right to establish additional PBV waiting lists if needed for specific project types based upon the intended occupancy (for example; supportive service, elderly, family).

22.6.3.1 Notification of all HCV and Public Housing Applicants of PBV Opportunity
All applicants on the BRISTOL PHA tenant-based or regular PHA Project waiting lists who qualify for occupancy in a project selected for PBV assistance must be notified of the opportunity to also be listed on individual PBV project waiting lists and provided with a number to call if they choose to apply for this program at a later date. In the case of elderly or disabled occupancy-restricted buildings, however, such applicants must also meet applicable requirements (i.e. age or certified disability status, as applicable).

2.6.3.2 Referrals to PBV waiting lists
It is the responsibility of PBV owners and project sponsors to refer applicants to the appropriate PBV waiting list for their respective project. BRISTOL PHA will fund PBV projects based in part upon the owner's/project sponsor's representation (supported with documentation) of the need for PBV housing in the project's community.
If PBV units are not promptly filled because of lack of referrals from local social service or housing assistance agencies, the Bristol PHA must arrange to meet with the owner/project sponsor to emphasize their responsibility to make a suitable number of referrals or risk contract termination for failure to demonstrate a need for PBV assistance.
In addition, the Authority reserves the right to require PBV project sponsors/owners of Supportive Services rental housing to offer priority placement of existing Bristol Public Housing and HCV residents at initial occupancy if such households are certified by a qualified Supportive Services professional to need such services.

22.6.3.3 PBV waiting list information available upon request at the BRISTOL PHA Offices
Each PBV waiting list must include the following information.

1. Name of the project(s) served by list;
2. Location of project(s);
3. Number of bedrooms in the project(s);
4. Accessible unit availability;
5. Any special preference and/or occupancy considerations such as elderly, disabled, supportive services.

22.6.4 Listing in-place eligible households on both the PBV and master HCV waiting list per 983.251(b)(2)
For existing properties with tenants in place who have received PBV allocations, all in-place households must be simultaneously listed on the Bristol PHA's portable HCV waiting list *and* the PBV waiting list(s) for the building in which they reside. As existing residents, these households must receive an absolute selection preference for the PBV on the appropriate PBV waiting list. If the unit is not appropriately sized for the in-place household but another unit in the building is, the owner must offer this unit to the household before accepting any referrals from the general Bristol PHA's HCV waiting list. It is the tenant's option to accept the owner's offer of the appropriately sized unit.

22.6.5 Timing of referrals for "Development" and "Existing" PBV projects

Tenants for vacant PBV units will be selected by the owner from Bristol PHA referrals from the appropriate PBV waiting list.

22.6.5.1 For "Development" PBV projects

Approximately 90 days before the anticipated HAP execution date, BRISTOL PHA will add the name of the new project to its list of previously established PBV project waiting list(s), as applicable, maintained in its offices for public inspection and review. At that time, all in-place tenants must be included on this list. The owner/project sponsor and the Bristol PHA can also begin referring other prospective applicants to the list. The owner/project sponsor can begin requesting applicant referrals to fill vacant units as soon as the list is established.

22.6.5.2 For "Existing" projects

Simultaneous with approving the HAP for an "existing" PBV project, BRISTOL PHA will add the name of the new project to the applicable PBV waiting list(s) on its website and the owner/project sponsor can begin making applicant referrals to the list. At that time, the BRISTOL PHA will send referrals to the owners for all vacant units.

In all instances, the BRISTOL PHA will refer more PBV applicants than there are units available in any particular PBV project in order to assure the units are filled as quickly as possible and to provide the owner with a reasonable pool of potentially acceptable applicants based on the owner's BRISTOL PHA-approved PBV tenant selection criteria.
Referred applicants who lose contact with the BRISTOL PHA or owner/project sponsor or fail to respond to requests for additional information for a period greater than two weeks will be deemed to have refused a potential offer of a unit. The BRISTOL PHA cannot require the owner to hold a unit vacant while it attempts to locate the applicant.

22.6.6 Owner's written tenant selection plan

Prior to AHAP or HAP execution, as applicable (for either development or existing projects) each owner/sponsor or their authorized management agent must submit a tenant selection plan for approval by BRISTOL PHA and the BRISTOL PHA as well as evidence of past professional experience managing HUD-assisted rental communities. Failure to present such acceptable documentation will result in BRISTOL PHA's withdrawal of the offer to provide PBV assistance to the project.

Each tenant selection plan should address, at a minimum, the following criteria:

1. The screening criteria and methods used to screen.
2. The owner/project sponsor's certification that both assisted and unassisted tenants will be screened using the same screening criteria and methods.
3. If a credit check will be part of the screening, the minimum acceptable score.
4. A statement that the owner/project sponsor will return to the BRISTOL PHA a copy of

the applicant referral list that shows the date and time that each referred applicant contacted the owner/project sponsor and the final status of the contact.

5. A statement that all applicants that pass the owner/project sponsor's screening will be referred back to the BRISTOL PHA as potentially acceptable tenants for a future vacancy.
6. A statement that owner/project sponsor's denials will be in writing to the applicant listing the reason(s) for the denial with a copy to the BRISTOL PHA.

For items 2-3 above, the owner/project sponsor may propose to provide the prospective assisted tenant with more latitude than unassisted tenants in recognition that the subsidy will improve the household's finances. Additionally, the owner can propose use of differing screening criteria where required by other federal program funds in use in the project. BRISTOL PHA will determine if these criteria are approvable.

22.6.7 Timing of owner's tenant selection and BRISTOL PHA verification of tenant's Section 8 eligibility

When the owner selects from the list of referrals provided by the BRISTOL PHA in accordance with its approved written tenant selection plan, the owner does not have to screen the referrals in the order of placement on the BRISTOL PHA waiting list. Rather, the owner should screen prospective applicants based on the order in which the applicant contacts the owner, comes to see the unit and completes the owner's selection requirements.

The BRISTOL PHA will typically not verify Section 8 eligibility for applicants referenced by the owner to the PBV waiting list until **after** the owner has selected the tenant(s). The Bristol PHA, however, may waive this requirement on its own authority and conduct the eligibility screening for such owner-referred applicants if consistent with its other HCV screening process. Because Section 8 verification of eligibility can require considerable staff time to complete for large projects, and the owner of such project may make more referrals than there are units available, BRISTOL PHA may on its own authority determine that it may not be an appropriate use of staff time for larger projects of over twenty units to complete the Section 8 eligibility screening until the applicant has been offered a unit by the owner.

22.6.8 BRISTOL PHA notification to applicants about the PBV unit selection process

The BRISTOL PHA must clearly outline the admissions process in the selection/referral letter that is sent to the applicant. This information should include information about any special features in the project and any selection preferences, where applicable. The owner should be encouraged to offer additional information about the project, including pictures, which the BRISTOL PHA can include in its mailing to the applicants.

Examples of special preferences could include:

1. The project is one in which both initial and continued PBV eligibility will be contingent upon the family's willingness to participate in a program of supportive services;

2. A preference to disabled applicants who can demonstrate a need for specific services;
3. A preference to applicants living in institutions or at risk of institutionalization; or
4. The units are limited to those applicants who are eligible for assisted living.

Many projects will contain both preference and non-preference units.

22.6.8.1 Pre-qualifying for certain preference units

In some instances, it is appropriate to require that applicants pre-qualify for a preference in order to avoid issuing selection letters to applicants who would not otherwise be eligible and delaying the lease-up of the unit. BRISTOL PHA will identify these units before the selection process begins. In these instances, upon receipt of an application for units in these projects - where the household size meets the preference units' bedroom size - the BRISTOL PHA must send to these applicants a letter acknowledging receipt of their application and advising them that if they meet the preference standard, they will receive priority consideration for selection before all other applicants. Applicants who wish to be considered for these units must submit documentation to pre-qualify their eligibility for this priority consideration. The BRISTOL PHA letter to the applicant must include:

1. a description of the preference criteria for priority consideration;
2. a description listing what documentation is required to verify eligibility for this consideration;
3. a list of entities appropriate to verify the applicant's eligibility for the priority consideration.

When making selections for these units, applicants who have been pre-qualified will be selected before all other applicants in accordance with standard BHA procedures for waiting list management.

Because referrals are generally made to the owner without the BHA first determining Section 8 eligibility, both the owner and the applicants must be notified in writing by the BHA that among those owner-referred applicants that meet the owner's selection criteria, the first applicant that contacts the owner and is approved by the owner, who is subsequently determined eligible by the BHA, will be offered the unit.

22.6.10 Applicant right to appeal an owner denial

If an owner denies a unit to a referred applicant, the owner must send a written notice to the applicant clearly stating the reason(s) for denial. The owner must provide a copy of this denial letter to the BHA and must advise the applicant of any appeal rights to the owner. The applicant may request that the BHA review the owner's denial to verify that compliance with the owner's approved written tenant selection plan.

22.6.11 BHA briefing of applicants selected to occupy a PBV unit

All applicants selected to occupy the PBV units must be briefed on program benefits and responsibilities. The oral briefing must include a description of how the PBV program works and family and owner responsibilities. Each briefed family must receive a packet that

contains:1) Information on how the BHA determines the total tenant payment for the family; 2) family obligations under the program; 3) applicable fair housing information; and, 4) information about continued program eligibility if household composition changes and unit size is no longer suitable.

If the family head or spouse is a person with a disability, the BHA must take appropriate steps to insure effective communication in accordance with 24 CFR 8.6 in conducting the oral briefing and in providing the written information packet, including appropriate, alternative formats.

22.6.12 Filling accessible units

The owner/project sponsor must make every effort to refer eligible households that would benefit from the unit's accessibility features to the applicable BHA PBV waiting list before the BHA will permit the leasing of such a unit to a non-handicapped applicant. Owners must list accessible units with the appropriate Disability and Handicapped assistance social service agencies of the state of CT. Both the owner and the BHA should also notify all privately run local and regional disability organizations of accessible PBV unit availability.

22.6.13 Removal of applicant from PBV Waiting List

Rejection by an applicant of the largest bedroom size in the project for which they are eligible will result in removal of the applicant's name from that project's waiting list. For instance, an applicant that refuses a one-bedroom unit in a project will not be referred to a smaller unit (0BR, ESRO, SRO) in that same project. The BHA must notify the applicant of this removal in the initial selection letter, or a subsequent letter, before the removal occurs.

22.6.14 Student status

An SRO PBV unit may be occupied by a student who is also receiving assistance under Title IV of the Social Security Act, enrolled in a job training program receiving assistance under the Job Training Partnership Act, or under other similar federal, state, or local laws.
An SRO PBV unit may not be occupied by a full-time student except as described above.
A full-time student is defined by the IRS as taking 12 credit hours a semester or attending school full-time 5 months per year at an educational institution with regular facilities other than a correspondence or night school.
Student status is required to be monitored on a tax year basis; thus, an applicant would not be eligible if the person had been a full-time student for five months of the calendar year even if they had graduated prior to being referred to a PBV unit. The BHA should adjust tenant certification procedures to consider student status according to this interpretation.

In addition, apart from the previous selection criteria discussed, higher education students who are part of participant households are also subject to income scrutiny per 24 CFR 982.552.

22.6.15 Applicant responsibility for updating information

Applicants will be placed on each PBV waiting list by the date and time the application is received. Applicants for any PBV project that are not already on the HCV waiting list will be

automatically listed on the HCV waiting list. If the applicant's household composition is not appropriate for the project's unit size disposition, the BHA will not place the applicant on that project's waiting list. It is the applicant's responsibility to follow up with the BHA to verify that they were placed on each respective list for which they applied.

It is the applicant's responsibility to make any requests for changes on the waiting lists they have applied to, if such changes would be necessitated by a change in the applicant's family size and/or composition or mailing address. Failure by the applicant to maintain up-to-date information with the BHA may adversely affect their position on some or all PBV waiting lists.

22.6.16 BHA denial of eligibility for PBV applicant

The BHA is responsible for defending its decisions pertaining to the applicant's eligibility for PBV assistance. The BHA HCV appeal procedures will be utilized and shall be the same as currently in effect for the HCV as set forth in the BHA Administrative Plan.

22.6.17 Preferences

22.6.17.1 Regional residency preference

Consistent with BHA Policy, there shall be no use of regional residency preferences for applicants for PBVs.

22.6.17.2 Limited local residency preference

To further the creation of permanently affordable rental housing, the BHA may utilize existing local residency preferences for its HCV and Public Housing units for up to 50% of PBV units developed pursuant to certain PBV development projects.

22.6.17.3 Preferences for SRO units

Due to the difficulties inherent in maintaining occupancy in SRO units, the BHA retains the administrative discretion to permit the admission of single-person households that are not elderly or disabled for units so designated provided all other eligibility criteria are met; however, the elimination of the single's preference does not apply to full-time students.

22.6.17.4 Preference for certain disability projects

The BHA may agree to provide a preference for projects serving persons with disabilities who live in institutions or are at risk of institutionalization.

22.6.17.5 Preference for disabled households needing services (983.251(d))

The BHA may support projects that require preference be given to disabled households that need services offered at a particular project in accordance with the following HUD conditions and criteria:

1. Preference cannot be granted to persons with a specific disability except when necessitated by an approved supportive services plan.
2. The project sponsor must document that the applicant has a disability that significantly

interferes with their ability to obtain and maintain themselves in housing; and,

3. Who, without appropriate services, will not be able to obtain or maintain themselves in housing; and,
4. For whom such services cannot be provided in a non-segregated setting (i.e. a tenant-based voucher for an independently selected unit would not meet the needs of the applicant).
5. Disabled residents shall not be required to accept the particular services offered at the project.
6. In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from the services provided.

22.6.17.6 Who determines tenant eligibility in Supportive Services PBV Units?

The owner/project sponsor must identify in their application which professional organization and/or independent individual(s) will make the assessment that a disabled applicant meets the HUD criteria listed in Section 22.6.17.5 (2-4). Such professionals could include licensed medical, psychological or allied mental health and/or human services professionals. Whomever the owner/project sponsor selects to make the assessment must sign a certification form that either attests to or rejects each applicant's need for services in accordance with Section 22.6.17.5 (2-4).

Applicant eligibility will be made by the owner/project sponsor of a Supportive Services PBV project. The BRISTOL PHA will periodically monitor the project sponsor's applicant selection determinations for compliance with their BRISTOL PHA-approved selection plan.

22.6.17.7 Applicant referrals:

All disabled applicant referrals to these units will be made from the applicable PBV waiting list(s) per (983.251(c)(3)) maintained by the BHA. All applicants referred to the project must receive information prepared by the owner/project sponsor that describes the project's services and explains the preference criteria for tenant selection. The owner/project sponsor must send all applicant referrals written notification of their selection determination, with a copy to the BHA.

22.6.17.8 Applicant right to appeal denial of PBV unit based on failure to demonstrate need for services offered

Any applicant denied preference consideration for a project providing services must be offered the right to appeal the decision made by the owner/project sponsor. The owner/project sponsor must include in their PBV application to the BHA the specific criteria they will use to assess an applicant's need for services and a sample letter that they will use to notify both the applicant and the BHA that they have been determined ineligible.

22.6.17.9 Preference for families eligible to receive supportive services where 25% or less than a building's units will have PBV

The BHA may allow a preference for families that can demonstrate they need the same types of supportive services allowed for "excepted units" (see Sections 22.2.8 and 22.5.1) in a project.

However, these families cannot be required to sign a PBV Contract of Family Participation as a condition of occupancy and cannot be terminated from the PBV program for failure to participate in and/or complete a service program.

22.6.17.10 Other preferences

The BHA may establish other tenant selection preferences for its PBV projects, provided these preferences support BHA's mission, as stated in its most current HUD-approved PHA Administrative and ACOP Plans.

22.6.18 Overcrowded, under-occupied, and accessible units (983.259)

22.6.18.1 Under-housed

Should a change in family size or composition cause a family to become under-housed to the point of causing the unit to be non-compliant with HQS space requirements and there is either an available appropriately sized PBV unit or a tenant-based voucher available for the family, it must relocate with assistance or be terminated from the program. If there is no voucher available to issue to the family or an available comparable PBV unit to which the family may relocate, the family will remain in place without penalty to the owner until the family can relocate with assistance.

22.6.18.2 Adding a family member

If a request from the family to add another member that is not by birth, adoption, or court order would cause the family to breach HQS space requirements, such request must be denied by the owner and the BHA. If such family has been in good standing for at least one year at the time of the request to add a member by birth, adoption or court order, then the request may be approved if the BHA has first, an appropriately sized PBV unit, or if not available, then a tenant-based voucher.

22.6.18.3 Over-housed

If a family becomes over-housed due to a change of family size or composition after the first year of tenancy, the family must relocate at their expense to a smaller PBV unit or accept a voucher to relocate. If there is no appropriately sized comparable PBV unit or voucher available for the family, it may remain in place with no reduction in the contract rent until such time as there is either a voucher or appropriately sized unit available. If the family has failed to move with assistance within one month to a suitably sized PBV unit, or moved within the voucher term limit (and any approved extensions) the family must be terminated from the program. If the project is partially assisted, the owner may request to substitute another comparable unit for the one that is ineligibly occupied.

22.6.18.4 Reasonable time to relocate if over/under-housed

If a suitably sized comparable PBV unit is located in the same or nearby building the tenant will have one month to relocate at the tenant's expense.

If no suitably sized comparable PBV unit is available, the tenant will be issued a voucher and have the maximum time permitted on the voucher to relocate, including any extensions granted for reasonable accommodation or mitigating circumstances.

22.6.18.5 Inappropriately housed in an accessible unit

The owner must utilize a lease addendum that requires an inappropriately housed family to move from an accessible unit when a family that needs the accessibility features is identified for the unit.

In order to minimize loss of income to a project, an accessible unit may be leased to a family that does not require the unit's special features under the following circumstances: 1) it has been vacant for at least 45 days, and, 2) both the BHA and the owner/project sponsor have exhausted their respective outreach sources to identify a family that would benefit from the unit's accessible features. Because such a family is inappropriately housed, they must be required to sign a lease addendum prior to initial occupancy agreeing to move from the unit. If there is a suitable PBV unit available within the project, the inappropriately housed family must be offered the opportunity to move to that unit. If there is no PBV unit available, the BRISTOL PHA will issue an available tenant-based voucher to the family.

22.6.18.5.1 Reasonable time to relocate from an accessible unit if accessible features are not required by tenant

1. If there is a suitable PBV unit within the same or nearby building, the family must relocate within 30 days. The BHA will be authorized to pay for this move from its administrative fee.

2. See 22.6.18.4 for relocation requirement when a tenant-based voucher is issued. The BHA will be authorized to pay for this move from its administrative fee.

If the family fails to relocate with assistance either to an appropriate PBV unit or within the voucher term limit (and any approved extensions), the family must be terminated from the program. If there is no unit or voucher available, the family will remain in the accessible unit without penalty until such time as one or the other becomes available to the family.

22.6.19 Requirement for "remaining member(s)" of an "excepted unit" (983.261(d)

As discussed in Section 22.2.8 of this plan, the three household types that can qualify a unit as an "excepted" unit include: 1) elderly, 2) disabled, and 3) households where one or more members participate in a program of supportive services under the terms of a PBV Contract of Family Participation.

In each instance, any remaining family member(s) of "excepted" units that no longer qualifies for "excepted unit" status must vacate the unit within a reasonable period of time in order that the PBV unit can be used for the intended "qualifying" household type. The BHA will issue a tenant-based voucher to the remaining family member(s) (exclusive of any live-in aide), provided they continue to be otherwise program eligible. They must vacate the unit at their expense within the BHA's established voucher term and any approved extensions. Exceptions may be permitted for reasonable accommodation or mitigating circumstances.

Failure to move with tenant-based voucher assistance will result in program termination. If the household remains in place after the voucher expires, it will be responsible for the full contract rent.

Termination of PBV contract if remaining family member(s) fail to vacate the "excepted" unit by the expiration of the mobile voucher term

If the remaining family fails to vacate the PBV unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit of the same bedroom size in the project, or the owner terminates the lease and evicts the family.

22.6.20 Family right to move (opt out) with tenant-based assistance (983.260)

At the end of one full year of assisted tenancy in a PBV unit, a household in good standing may request a tenant-based HCV voucher and move to a unit of their choice with continued assistance. The participant must give the owner advance written notice of intent to vacate with a copy to the BHA in accordance with the lease. If the BHA does not have available voucher and budget authority the tenant may request placement on the BHA's PBV "opt out" waiting list (put to top of regular PBV list). The participant may not be placed on this list until they have been in the unit for a full year as a tenant in good standing. When a voucher becomes available, names will be selected from this list in chronological order. Opt- out families must be given the next available HCV vouchers before any other HCV waiting list applicants.

22.6.20.1 Term of opt-out voucher

PBV participants that request an opt-out tenant-based voucher to relocate will be issued an available voucher for a 60 day term. If the family has not located a program eligible unit in their PBV building to which it can relocate with assistance at expiration of the voucher term, it must wait until its next annual lease anniversary before again becoming eligible to request a tenant-based voucher, unless the tenant and owner/project sponsor agree to mutually terminate the lease prior to the next anniversary date and the BHA has available voucher and budget authority. Because of the time involved in filling PBV units and the need for an owner to have some control over vacancy loss, the opt-out voucher will not be extended beyond 60 days except for reasonable accommodation or mitigating circumstances acceptable to the BHA.

22.6.21 Synchronizing the annual PBV tenant eligibility recertification with LIHTC and/or HOME eligibility recertification requirements

If possible and where applicable, the BHA will synchronize the PBV tenant rent recertification with the LIHTC and/or HOME program to avoid both the confusion associated with and the difficulties inherent in requiring a tenant to undergo more than one eligibility recertification per year.

22.7 Rent to Owner

With the exception of rents for units with other subsidy discussed in Section 22.7.2, at the initial HAP contract the maximum gross rent will be set at the lesser of: 1) 110% of the applicable FMR or the HUD-approved exception rent; 2) the reasonable rent, or, 3) the owner requested rent.

22.7.1 Rent in Low Income Housing Tax Credit (LIHTC) units (983.301(c))

In accordance with PBV program revisions published in the Federal Register on November 19, 2007, the LIHTC maximum rent shall not serve as a cap on rents in PBV projects utilizing LIHTC's. Accordingly, the rent for these units cannot exceed the lowest of:

1. An amount determined by the BHA, not to exceed 110% of the applicable fair market rent (or any previously approved exception payment standard) for the unit bedroom size, minus any utility allowance;
2. The reasonable rent; or
3. The requested rent by the owner.

22.7.1.1 LIHTC and rent reasonableness consideration

LIHTC units are to be considered "assisted" units for purposes of rent comparability and may not be used for rent reasonableness determinations.

22.7.2 Rents for units with other subsidy (983.304)

The rent for the following units cannot exceed the subsidized rent (basic rent) as determined in accordance with requirements for the applicable federal programs:

(i) An insured or non-insured Section 236 project;
(ii) A formerly insured or non-insured Section 236 project that continued to receive Interest Reduction Payment following a decoupling action;
(iii) A Section 221(d)(3) below market interest rate (BMIR) project;
(iv) A Section 515 project of the Rural Housing Service;
(v) Any other type of federally subsidized project specified by HUD.

22.7.3 Rents in HOME units

High HOME household rents are limited by the high HOME rent formula established by HUD. Rents for Low HOME-eligible households can be established up to the maximum PBV. The rent must still be determined rent reasonable for similar unassisted units in the same or nearby building.

At initial occupancy, all PBV/HOME units must be occupied by Low HOME households having incomes at or below 50% of AMI; the project is permitted to collect whatever rent the PBV program will permit. If the initial PBV/HOME household income increases to between 51% and 80% of AMI, the unit can no longer be considered a Low HOME unit and the project is ineligible to collect rent above the HOME program limits. Projects often can correct

HOME/PBV confusion by using another eligible unit as the required HOME unit.

22.7.4 Rent reasonableness

The BHA must perform a rent reasonableness test on all contracted units, and for identity of interest of projects have such determination verified as reasonable by a chosen outside 3rd party responsible entity (such as a neighboring PHA) as preparation for executing the initial PBV HAP and under the following circumstances:

1. When the owner requests a rent adjustment;
2. When the owner requests to substitute an assisted unit;
3. If there is a change in the allocation of responsibility for utilities;
4. If there is a 5% or greater reduction in the HUD published FMR; and/or
5. At time of any contract extension.

The contract rent may be adjusted up or down as indicated by the results of the rent reasonableness test. This requirement means that there may be occasions when a PBV rent must be reduced because of verified decreases in rent levels for comparable unassisted units in the PBV community.

22.7.5 Rent increases (983.302(b)(2)

Each year at the HAP contract anniversary date, the owner may be granted a rent adjustment up to the limits discussed in Section 22.7.4 based on the published FMR or any HUD exception rent. Any owner request for a rent increase automatically requires the BHA to perform a rent reasonableness review, and if for an identity of interest project, verified by the previously determined responsible 3rd party public entity (such as a neighboring PHA).

The owner must request the increase in writing at least 60 days prior to the HAP contract anniversary date. If the request is made less than 60 days prior to the HAP anniversary date, it may delay the effective date of the BHA-approved rent adjustment. Adjustments may not be applied retroactively. Requests from owners received after the HAP anniversary date, if approved by the BHA, will be effective on the first of the month following the date the request is received by the BHA. A late rent adjustment request will not adversely affect the dates of future adjustments.

22.7.6 Rent decreases (983.302(c))

Rent decreases go into effect either at the anniversary date of the HAP (if the owner requested a rent re-determination and rent needs to be lowered) or on the first of the month following a re-determination for reasons stated in Section 22.7.4.

22.7.7 Request to use a building-specific or local housing authority utility allowance

At the request of the owner, the BHA may at its own discretion agree to allow use of either a building specific utility allowance or the local housing authority utility allowance used in the HCV program.

22.8 Payment to Owner

22.8.1 Vacancy payments during the term of the PBV HAP contract (983.352(2))

Consistent with the BHA's policy for HCVs, no vacancy payments will be paid for Project Based Vouchers (PBVs).

A. Prompt notification of vacancy to the BHA

The owner must promptly notify the BHA of any pending vacancy immediately upon receiving notice from a tenant of intent to vacate the unit. In the event of a vacancy that occurs without notice to the owner, the owner must notify the BHA immediately upon learning of the vacancy not later than the first missed rent payment by the tenant family. The owner may keep the HAP payable for the month when the family moves out ("move out month") provided the vacancy is not the owner's fault.

B. Continued compliance with HQS and all other program requirements

The owner has taken all steps necessary to prevent vacancy loss from occurring including keeping the unit compliant with HQS.

C. Frequency of vacancies and relationship to HAP extensions

The BHA will consider the frequency and nature of vacancy history when deciding whether or not to renew an expiring PBV HAP contract.

22.9 ATTACHMENT A- 24 CFR 982 Regulations That DO NOT Apply to PBV

Project-based-voucher regulations at 24 CFR 983.2(b) and (c) state that all tenant based voucher regulations at 24 CFR 982 apply to the PBV program with the certain exceptions.

The following is a list of the parts of the tenant-based rule that do not apply to the PBV program *WITH NOTED EXCEPTIONS (i.e. these particular sections DO apply and are displayed in italics).*

1. GENERAL provisions of 24 CFR 982 that DO NOT Apply:

- Voucher issuance
- Portability
- Special housing types like shared housing, cooperative housing, manufactured home space rental and the homeownership option.

2. SPECIFIC provisions of 24 CFR 982 that DO NOT apply:

2.1 SUBPART E: ADMISSION TO TENANT BASED PROGRAM

These two sections do not apply:

982.202(b)(2):	prohibition on basing selection where family will live
982.204(d)	prohibition on basing selection on family or unit size

2.2 SUBPART G: LEASING A UNIT

Nothing in Subpart G applies except for:

(i) 982.310 Owner termination of tenancy applies; but, to the extent it differs from 24 CFR 983.257, the latter governs (i.e. good cause definition is more restricted on PBV; termination from an "excepted" unit for failure to complete a supportive services requirement is permitted on PBV)
(ii) 982.312 Absence from unit applies, but to the extent if differs from 24 CFR 983.256(g), the latter governs (i.e. HAP contract is not terminated if family is absent for longer than maximum period permitted on PBV).
(iii) 982.316 Live-in aid applies.

2.3 SUBPART H: WHERE FAMILY CAN LIVE AND MOVE

Nothing in Subpart H applies.

2.4 SUBPART I: DWELLING UNIT: HQS, SUBSIDY STANDARDS, INSPECTION AND MAINTENANCE

These sections do not apply:

982.401(j) Lead based paint performance. (Lead based paint requirements @ 983.101(c)(2) apply instead. These requirements are stricter. Except for SRO, ESRO or units in a building that has been designated exclusively for occupancy by the elderly and/or persons with a disability, all units receiving PBV assistance must be in compliance with the CT lead law during the term of the contract, regardless of the age of the occupants. Compliance is satisfied by submission of a current valid Letter of Compliance issued by a Connecticut licensed lead paint inspector or a building permit that verifies construction after December 31, 1977. Letters of Compliance issued prior to July 1, 1988 do not satisfy current federal lead regulations and are not acceptable for participation in the PBV program.)
982.402 (a)(3) Family unit size
982.402(c)Effect of family unit size, maximum subsidy
982.402(d) Size of unit occupied by family.
982.403 Terminating HAP contract when unit is too small
982.405(a) HQS Inspections

982.406 Enforcement of HQS.

2.5 SUBPART J: HAP CONTRACT AND OWNER RESPONSIBILITY

This one section does not apply:
982.455 Automatic termination of HAP contract.

2.6 SUBPART K: RENT AND HOUSING ASSISTANCE PAYMENT

Nothing in Subpart K applies except for:

(i) 982.503 Payment standard schedule; however, provisions authorizing a higher payment standard for reasonable accommodation does not apply.
(ii) 982.516 Family Income and Composition, regular and interim examinations
(iii) 982.517 Utility Allowance Schedule.

2.7 SUBPART M: SPECIAL HOUSING TYPES

982.603 SRO Lease and HAP contract
982.607 Congregate Housing Lease and HAP contract
982.611 Group Home Lease and HAP contract
982.613 (c)(2) Payment standard for person in Group Home
982.615 through 618 Shared Housing
982.619 Cooperative Housing
982.622 through 624 Manufactured home space rental
982.625 through 641 Homeownership option

22.10 ATTACHMENT B- Program Descriptions of Related Affordable Housing Development Programs

Low Income Housing Tax Credits (LIHTC)

LIHTC Description
The Low Income Housing Tax Credit program is a federal program overseen by the U.S. Department of the Treasury through the Internal Revenue Service (IRS). The program is administered in all 50 states by state allocating agencies. The tax credit program was first implemented in 1987 and has supported the construction or rehabilitation of over 1.5 million rental units since that time. Each allocating agency receives a certain amount of credit annually to award to eligible projects. The allocating agency in Connecticut is the CHFA. The sponsor of a rental project submitted for a tax credit allocation has the ability to sell the credits to an investor and use the sale to generate equity for the project.

The tax credit program supports the construction or rehabilitation of multifamily rental housing for individuals or households whose incomes are less than 60% of area median income. Rents in tax credit projects are established to be affordable to such households. CHFA monitors the projects regularly to verify physical stability and ensure that the proper income levels are being served.

LIHTC Funding Competitions

Each state is required to publish selection criteria for projects annually in a public document called the **Qualified Allocation Plan**. In accordance with this requirement, CHFA publishes its selection criteria and holds **funding competitions** each year to award the credit. Other rental sources such as HOME funds are sometimes made available during the same competitions.

LIHTC Evaluation and Selection Criteria

During its funding competitions, CHFA selects tax credit projects based on criteria such as: appropriateness of site; design and proposed scope of work; overall cost and amount of subsidy; target income levels; capacity of development team; marketability and feasibility of a project.

LIHTC Selection Team

Projects seeking LIHTC alone or in combination with other CHFA rental resources are reviewed and underwritten by the LIHTC staff with the support approved contractors.

HOME Investment Partnerships Program (HOME)

HOME Description

HOME is a federally-funded program that assists in the production and preservation of affordable housing for low and moderate-income families and individuals. The program funds a broad range of activities including new construction and acquisition and rehabilitation of existing properties.

The CHFA makes HOME funding available through administration of a NOFA through which for-profit and non-profit developers are eligible to apply for funding. All rental projects are awarded funds on a competitive basis.

HOME Evaluation and Selection Criteria

A number of selection criteria are taken into consideration when determining which projects will receive funding. An applicant must demonstrate that the project has: a strong overall concept, competent development team, suitable site and design, and is financially feasible. The scope of rehabilitation or construction is a factor, as well as the total development cost for properties included in the proposal. There must be a demonstrated need for the project in the target neighborhood and evidence of local support. Furthermore, a project's readiness to proceed and the developer's form of site control are evaluated during a project's review.

22.11 ATTACHMENT C-Subsidy Layering Review Checklist for Projects Using Section 8 PBV

____Project Name and Location:

____Narrative Description of Project, including:

___Total number of units
___Type of unit, bedroom distribution
___Portion and type of units receiving assistance, compliance with partial assistance requirements

____Sources of Funds:

___Each Source Listed Separately with Details
___Principle
___Interest Rate
___Amortization Term

____Uses of Funds:

___Detailed Breakdown of Project Costs, including hard and soft cost items

____Commitment Letters from All Sources of Financing Disclosing Significant Terms

____Tax Credit Allocation Commitment from State Housing Finance Agency

___Amount of Credits Reserved, or
___IRS Form 8609

____Historic Tax Credits (as applicable)

___Amount of Credit

____Equity Investment Commitment Letter

___Amount of Investment
___Equity Contribution Schedule showing amount and timing

____Bridge Loan Details (as applicable)

____Appraisal Report establishing the "as is" value of the property before construction or rehabilitation, and without consideration of any financial implications of tax credits or project-based assistance.

____Operating Proforma showing projected project income, expenses and cash flow for at least fifteen years out

____PHA Approval of PBA Voucher Assistance for Project

____Standard Disclosure and Perjury Statement, Identity of Interest Statement

___Form HUD-2880

____Initial Contract Rents

___PHA letter confirming gross contract rents with applicable tenant utility allowances

22.12 Attachment D-Davis-Bacon Requirements

www.access.gpo.gov/davisbacon

Monitoring D-B consists of downloading the current wage and fringe benefit rates from the above-referenced web address for all trades people and apprentices who will be employed by the GC, and all subcontractors, and establishing a D-B enforcement file. If these requirements are applicable each week the GC is responsible for submitting to the CHFA a certified wage report, preferably on Form WH-347. All the wage reports and any other documents pertinent to the D-B compliance must be kept in the D-B enforcement file.

In the event that a complaint of non-compliance with D-B is lodged with the HUD Labor Relations Office (LRO), it will request a complete copy of the enforcement file as part of its investigation, so it is important that this file always be kept current. Should the CHFA interviews with employees indicate a possible problem with reported versus actual wages paid, they must first bring this to the attention of the GC in writing. If the apparent discrepancy is not resolved to the satisfaction of CHFA, they must report it in writing to the LRO, with a copy to the BHA. A copy of the discrepancy letter mailed to the GC, along with a copy of any response, must accompany the report.

The LRO does not require that the GC use form WH-347, provided that all the same information is included on the GC's own form. If the GC elects not to use WH-347, which has the certification language on the back, then the GC must either use the Payroll Certification form WH-348, or attach to the payroll report a copy of the back of WH-347 or use the exact

word for word language that it contains to certify the payroll separately. (Forms are available at www.hudclips.org/subscriber/html/forms.htm)

The payroll report(s) must list all employees, both those directly employed by the GC and all those working for subcontractors. If form WH-347 is not used by the GC, the format used must contain all the information listed on that form. These reports should be numbered sequentially starting with number One (1) for the first week of construction and continuing each week until the project is completed and accepted for HAP execution by the BHA. This sequential numbering relieves the GC of the responsibility to submit a "no work" payroll for any period of temporary work stoppage.

At the start of construction CHFA must visit the site and insure that the poster- Notice to Employees - (form WH-1321) and the-Project Wage Rate Sheet- are prominently displayed in a place where all employees are likely to see them and where they are protected from the elements. CHFA should interview a representative number of employees of each contractor on-site at this initial visit using form HUD-11 to confirm wage rates, fringe benefits and overtime over 40 hours.

Periodically during the course of the construction, CHFA should visit the site to monitor that the work is being done in a manner that will insure compliance with HQS and to interview some employees to insure that they are receiving the amounts shown on the certified weekly payroll(s). Again,
CHFA may request BHA assistance with these tasks.

At completion of the work, and certification by the owner that it was completed in accordance with HQS and all the AHAP requirements and that the owner complied with labor and equal opportunity requirements, the BHA may accept the units for the HAP contract. In addition to these required documentations, the BHA must get a copy of the certificate of occupancy and if applicable the lead compliance documentation. Upon final HQS inspection by the BHA to insure that all the PBV units are in compliance with HQS and additional BHA standards, the HAP contract may be executed. In a rehab project where there are in-place tenants or returning from temporary relocation tenants, these must be certified as program eligible prior to HAP execution.

GLOSSARY

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

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

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

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

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

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

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

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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

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

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

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

c. Are not specifically excluded from Annual Income.

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

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

Assets:see net family assets.

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

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

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

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

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the *HQS* for congregate housing.

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

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

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

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

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable *Housing Quality Standard*.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

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

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

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

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

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

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

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

Exception rent: An amount that exceeds the published fair market rent.

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

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

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

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

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

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

Family share: The portion of rent and utilities paid by the family.

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

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

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

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational

institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

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

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

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

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

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

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

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

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

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

(2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

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

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

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

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

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

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

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the *HQS*.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the *Housing Quality Standard* or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or

b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

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

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family]: A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

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

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

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

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

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

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

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

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

"Severe chronic disability that:

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

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

(3) is likely to continue indefinitely;

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

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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

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

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

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

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of

properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Project Based Voucher (PBV): This project-based variant of the Housing Choice Voucher (HCV) program permits the PHA to assign an otherwise portable HCV to a particular property for up to a 15-year initial term. PBV residents may only convert to portable HCV assistance after one year as a tenant in good standing, and only when an HCV becomes available.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

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

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

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

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

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

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

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

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

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

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

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

Tolling: see suspension.

Total tenant payment (TTP):

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

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

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

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

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

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

b. The three types of verification are:

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

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

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

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

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

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

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

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

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	*Housing Quality Standard*
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

RESOLUTION #1190

RESOLUTION FOR APPROVAL TO AGENCY PLAN 2012-2016

WHEREAS, administration of the public housing program and the functions and responsibilities of the Bristol Housing Authority staff shall be in compliance with the Bristol Housing Authority's Agency Plan 2012-2016;

WHEREAS, the administration of the Bristol Housing Authority's housing program shall be in compliance with the requirements of the Department of Housing and Urban Development;

WHEREAS, such requirements include public housing regulations, handbooks and applicable notices issued by the Department of Housing and Urban Development;

WHEREAS, the Agency Plan for the Bristol Housing Authority is designed to demonstrate that it is managing its program in a manner that reflects its commitment to improving the quality of housing available to the public;

WHEREAS, the purpose of the Agency Plan is to establish guidelines for the Bristol Housing Authority staff to follow in determining eligibility for admission and continued occupancy;

AND WHEREAS, the Agency Plan is to be binding upon applicants, residents and the Bristol Housing authority.

NOW THEREFORE, it is hereby resolved that the Commissioners of the Bristol Housing Authority hereby acknowledge, approve and adopt the Agency Plan 2012-2016 for the Bristol Housing Authority.

November 27, 2012
(Date)

Brian S. Suchinski, Chairman
Board of Commissioners
Bristol Housing Authority

Seal:

RESOLUTION #1191

RESOLUTION FOR APPROVAL TO AMEND ADMISSION AND CONTINUED OCCUPANCY PLAN 2012-2016

WHEREAS, administration of the public housing program and the functions and responsibilities of the Bristol Housing Authority staff shall be in compliance with the Bristol Housing Authority's Admission and Continued Occupancy Plan 2012-2016;

WHEREAS, the administration of the Bristol Housing Authority's housing program shall be in compliance with the requirements of the Department of Housing and Urban Development;

WHEREAS, such requirements include public housing regulations, handbooks and applicable notices issued by the Department of Housing and Urban Development;

WHEREAS, the Admission And Continued Occupancy Plan for the Bristol Housing Authority is designed to demonstrate that it is managing its program in a manner that reflects its commitment to improving the quality of housing available to the public;

WHEREAS, the purpose of Admission And Continued Occupancy Policy is to establish guidelines for the Bristol Housing Authority staff to follow in determining eligibility for admission and continued occupancy;

AND WHEREAS, the Admission And Continued Occupancy Policy is to be binding upon applicants, residents and the Bristol Housing authority.

NOW THEREFORE, it is hereby resolved that the Commissioners of the Bristol Housing Authority hereby acknowledge, approve and adopt the Admission And Continued Occupancy Plan 2012-2016 for the Bristol Housing Authority.

November 27, 2012
(Date)

Brian S. Suchinski, Chairman
Board of Commissioners
Bristol Housing Authority

Seal:

RESOLUTION #1192

RESOLUTION FOR APPROVAL TO AMEND SECTION 8 ADMINISTRATIVE PLAN 2012-2016

WHEREAS, administration of the public housing program and the functions and responsibilities of the Bristol Housing Authority staff shall be in compliance with the Bristol Housing Authority's Section 8 Administrative Plan 2012-2016;

WHEREAS, the administration of the Bristol Housing Authority's housing program shall be in compliance with the requirements of the Department of Housing and Urban Development;

WHEREAS, such requirements include public housing regulations, handbooks and applicable notices issued by the Department of Housing and Urban Development;

WHEREAS, the Section 8 Administrative Plan for the Bristol Housing Authority is designed to demonstrate that it is managing its program in a manner that reflects its commitment to improving the quality of housing available to the public;

WHEREAS, the purpose of the Section 8 Administrative Plan is to establish guidelines for the Bristol Housing Authority staff to follow in determining eligibility for admission and continued occupancy;

AND WHEREAS, the Section 8 Administrative Plan is to be binding upon applicants, residents and the Bristol Housing Authority.

NOW THEREFORE, it is hereby resolved that the Commissioners of the Bristol Housing Authority hereby acknowledge, approve and adopt the Section 8 Administrative Plan 2012-2016 for the Bristol Housing Authority.

November 27, 2012
(Date)

Brian S. Suchinski, Chairman
Board of Commissioners
Bristol Housing Authority

Seal: