



## 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.

- 1) Excellence in Property Management
  - A. Increase Rent Collections to 97% **2009 – 81% 2010 /87% 2011 89% 1<sup>st</sup> half of 2012 = 96%%**
  - B. Decrease Unit Turn-around to 20 days **As of January, the average turnaround for the last quarter was 29 days, using force account labor and contract to complete remodels and unit-turn-arounds as well as regular maintenance staff.**
  - C. Increase Occupancy to 95% **Currently 1-27-2012 @ 95% Because of funding, we need to now reach 98%**
  - D. Maintain a High Performer PHAS status 2011 – SBHA ended the year scoring an 80 out of 100 which put them at a Substandard performer caused by vacancies which were assessed in both the management and capitol fund, causing us to receive less than 60% in those two indicators and therefore receive a substandard management score.. Staff are working hard this year to improve that status and regain the High Performer Status once again.
- 2) Achieve Excellent in Housing Choice Voucher Management and Enforcement
  - A. Continue Home-Ownership Program – strive for 1/year **4 Greenbuild Homes left to Build**
  - B. Maintain 98% level of Voucher Lease-up **Leased - 96.26% 2011 fiscal year end**
  - C. Reduce HAP utilization to 100% **Budget – 96.56% 2011 fiscal year end**
  - D. Maintain a High Performer SEMAP status **Staff are committed to Excellence**
  - E. Renewal and continuation of Project-Based Vouchers at Valacia Apartments for Elderly and Disabled
  - E. Project Base additional vouchers for elderly and disabled through RFP
- 3) Develop Affordable Quality Housing for elderly and disabled - **Gering Valley Estates complete in December 2011.**
  - A. Leverage funds to build additional housing **Monument View Villa – Crane process w/NIFA, DED Additional Staff are added to assist the Resource Director, TQM Director and Executive Director with paperwork burden.**
  - B. Purchase properties that serve elderly or disabled - **MVV priority for SMI/disabled development 10 Units**
  - C. Utilize Pre-2003 Voucher Administrative funds for leverage purposes with HUD approval – **secured additional land for potential elderly/assisted living project (5 acres) in 2009.**
- 4) Maximize relationship to Deliver Effective Services
  - A. Continue staff support & maintenance to Carpenter Center -
  - B. Contract with Scotts Bluff Police Department for above base-line services. **Possible future contracts if PHDEP restored.**
- 5) Provide Excellent in Customer Service & Fair Housing to all staff
  - A. Provide Fair Housing Training to staff. **Sponsor of Fair Housing Conference in Scottsbluff April 24, 2012**
- 6) Maintain management contracts for other Housing Authorities to assure affordable housing in our region. Current with Chappell & Sidney Housing Agencies through September 30, 2012 in Sidney/on-going in Chappell.

**PHA Plan Update**

- (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
- (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.
  - (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
 

**This plan was modified to include the use of force account labor as well as contracts to accomplish efficiencies of remodeling for Scotts Bluff County HA.**

**We also updated the ACOP:**

**Page 36: Verifications, Page 44: Rent Collection Policy ; Page 47:Rejection of a unit**

**Page 47 Community Service Page 56: Move-In Inspection Page 58; Pet Policies Page 63: 20.3 Abandoned Unit New Satellite Dish Policies.**

**The Housing Authority can house over-income tenants in locations to avoid vacancies.**

**The Section 8 Admissions Policy had changes regarding gender, etc. as the only update.**
  - (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.
 

**The Annual and 5 year Plans are available for review at 89A Woodley Park Road, Gering, NE at the Administration Office of the Scotts Bluff County Housing Authority.**
- (a) List the required elements that have been revised by the PHA since its last Annual Plan submission:
 

**The Admissions and Continued Occupancy ,utility allowances, excess utilities and public housing pet policies have been revised.**
- (b) List the locations(s) where the public may obtain copies of required PHA Plan elements not subject to HUD review.
 

**All information is available at 89A Woodley Park Road, Gering, NE upon request.**

See ACOP for full details. SBHA has a preference for elderly and disabled households, followed by couples & single adults, and adults with child/children in units at Colson Manor, Bluff View Manor and Morrill Manor. SBHA affirmatively markets the units and does not discriminate. Applicants are entered on the waiting list immediately by date and time. Criminal background and landlord checks (or home visits) are conducted on each applicant as well as verification of income and allowable deductions. SBHA offers site-based tenant selection of units or a site—based waiting list. Applicants may choose up to 3 of the locations they wish to reside in. As the applicant’s name approaches the top of the waiting list, they are offered a newly-readied apartment via phone or mail. The applicant must respond within 3 – 5 days depending on delivery of the offer. If the applicant fails to respond or is not ready to take the unit at that time, their name is moved down on the list. Upon second offer, the applicant must take the unit or have their name removed from the waiting list.

2. Financial Resources	Based on 2009 Audit	Based on 2010 Audit	2011 Audit
<u>Sources</u>		(Available in March)	
Dwelling Rental Income	\$ 369,430.19	560,828.04	670263
Non-Dwelling Income	18,300.00	1,050.00	1575
HUD & Other Contributions	1,410,943.23	1,561,321.42	1495260
Intergovernmental	1,039,119.60	1,270,288.74	1160650
Program Income	397,208.49	993,571.35	2789833
Management Income	113,304.16	95,096.40	78651
Other Income	89,434.51	97,028.34	99649
HUD Operating Subsidy	396,161.20	407,424.55	319345
HUD Capitol Grants	215,207.10	335,780.00 (DED/AHTF)	2662 +5702 other
Interest	18,397.44	29,636.91	20155
Total Resources	\$ 4,067,505.92	\$ 5,352,025.75	6,643,745
Total Net Assets:	\$7,911,177		

**3. Rent Determinations**

The Scotts Bluff County Housing Authority has the typical HUD adjusted rents based upon income as well as minimum rents of \$50 per month and Flat Rents of 1 BR \$418 \$; 2 BR \$502 BV/ \$480 @ RW; 3 BR \$640BV/ \$540 @ RW; and 4BR \$844 BV/ \$550 @ RW

**4. Operation and Management**

SBHA maintenance program is conducted by 2FTE maintenance positions with support via by the TQM division of SBHA. We use a work-order system for resident initiated maintenance issues with a 24 hour on-call system as well for emergencies. Preventative maintenance is carried out by on-site staff while major remodeling and/or merging of units is conducted by TQM through inter-local agreement or force account. Pest control is completed by monthly contract services. Overall management of the SBHA is provided by the ED with policy development and approval by the Board of Commissioners. The management office at Bluff View accepts rent and maintains resident relations as well as host community dinners and occasional group activities. SBHA staff conduct annual re-certifications, interims and conduct yearly and special unit UPCS inspections. SBHA Maintenance Director conducts annual inventory with PHA staff as well as annual systems inspections. The Section 8 Department is coordinated with 3 staff, two of which conduct HQS inspections and 1 supervisory inspections. The Carpenter Center is under the direction of a 501 © 3 with maintenance provided by TQM staff; the HOPES Center is staffed with TQM trainees. A 501 © 3 SB Public Housing Resident Council operates the Food Bank for residents in public housing. Elections were held in 2012. A part-time Senior Coordinator conducts activities for SBHA elderly and disabled residents.

**5. Grievance Procedures**

The Grievance procedures are provided at lease-up to each new resident as well as posted on the community bulletin board in the lobby. Informal procedures include communication with the public housing manager and/or the Executive Director. Informal Hearing procedures require a written request within 14 days of notice of action to SBHA office. Informal hearings are conducted with resident, staff & ED. Formal procedures are conducted after the informal hearing, include outside hearing panels to review/recommend appropriate action.

**6. Designated Housing for Elderly and Disabled Families.** SBHA does not have an elderly and disabled families designation.

**7. Community Service and Self-Sufficiency:** Residents who are not exempt from community service according to HUD guidelines, may perform 8 hrs/month community service at the SBHA or other agencies. Forms for recording their community service which require third party verification are provided.. Full regulations on community service are found in the ACOP. SBHA has implemented Welfare to Work policies for any resident eligible which will not consider their income for the first full year of this designation, only 50% of the income in year 2 and in year 3, the full income will be utilized in the rent determination.

**8. Safety and Crime Prevention**

The Scotts Bluff County Housing Authority maintains an open relationship with its residents and the local law enforcement regarding crime and safety prevention. SBHA has an active graffiti removal program. SBHA also works with WING (Western NE Intelligence Network) to identify and report any traffic or problems that arise in our units. SBHA uses the Nebraska State Patrol, Registered Sex Offenders List and Nebraska.gov to screen applicants.

**9. Pets:** Pet ownership is detailed in the ACOP and Pet Rules and Regulations. Companion or assistive animals are not considered pets, but do

6.0

7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i>  <i>SBHA completed the construction of and is now the management agent of 28 units of elderly disabled housing in Gering, NE. The project based contract with Valacia Apartments was renewed effective December 1, 2011.</i></p>																																																																																																																																																																															
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>																																																																																																																																																																															
8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p>																																																																																																																																																																															
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>																																																																																																																																																																															
8.3	<p><b>Capital Fund Financing Program (CFFP).</b>  <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>																																																																																																																																																																															
9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.  SBHA uses a site-based waiting list for its properties: Updated Information as of 1-27-2012</p> <table border="1" data-bbox="235 724 1510 1522"> <thead> <tr> <th></th> <th>Date Initiated</th> <th colspan="2">Initial Mix</th> <th colspan="2">2-15-2011</th> <th>1/27/2012</th> <th>% of change from 2011</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Colson Manor</td> <td rowspan="5">3-15-02</td> <td>White</td> <td>95%</td> <td>White</td> <td>79%</td> <td>100%</td> <td>+21%</td> </tr> <tr> <td>Hispanic</td> <td>0%</td> <td>Hispanic</td> <td>14%</td> <td>0%</td> <td>-14%</td> </tr> <tr> <td>Am Indian</td> <td>5%</td> <td>Am Indian</td> <td>7%</td> <td>0%</td> <td>- 7%</td> </tr> <tr> <td>Asian</td> <td>0%</td> <td>Asian</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td>Black</td> <td>0%</td> <td>Black</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td rowspan="5">Morrill Manor</td> <td rowspan="5">3-15-02</td> <td>White</td> <td>95%</td> <td>White</td> <td>100%</td> <td>100%</td> <td>n/a</td> </tr> <tr> <td>Hispanic</td> <td>5%</td> <td>Hispanic</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td>Am. Indian</td> <td>0%</td> <td>Am Indian</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td>Asian</td> <td>0%</td> <td>Asian</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td>Black</td> <td>0%</td> <td>Black</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td rowspan="5">Bluff View</td> <td rowspan="5">3-15-02</td> <td>White</td> <td>57%</td> <td>White</td> <td>59%</td> <td>59%</td> <td>n/a</td> </tr> <tr> <td>Hispanic</td> <td>38%</td> <td>Hispanic</td> <td>38%</td> <td>35%</td> <td>- 3%</td> </tr> <tr> <td>Am Indian</td> <td>2%</td> <td>Am Indian</td> <td>3%</td> <td>6%</td> <td>+ 3%</td> </tr> <tr> <td>Asian</td> <td>0%</td> <td>Asian</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td>Black</td> <td>3%</td> <td>Black</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td rowspan="5">Rebecca Winter</td> <td rowspan="5">3-15-02</td> <td>White</td> <td>47%</td> <td>White</td> <td>55%</td> <td>54%</td> <td>- 1%</td> </tr> <tr> <td>Hispanic</td> <td>36%</td> <td>Hispanic</td> <td>31%</td> <td>39%</td> <td>+ 8%</td> </tr> <tr> <td>Am. Indian</td> <td>17%</td> <td>Am Indian</td> <td>14%</td> <td>7%</td> <td>- 7%</td> </tr> <tr> <td>Asian</td> <td>0%</td> <td>Asian</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td>Black</td> <td>0%</td> <td>Black</td> <td>0%</td> <td>0%</td> <td></td> </tr> <tr> <td rowspan="7">Section Waiting List</td> <td></td> <td colspan="2">3-25-2010</td> <td colspan="2">2-15-2011</td> <td>1/27/2012</td> <td>% of Yearly change</td> </tr> <tr> <td>White</td> <td>70%</td> <td>78%</td> <td>51%</td> <td>-27%</td> </tr> <tr> <td>Hispanic</td> <td>22%</td> <td>20%</td> <td>36%</td> <td>+16%</td> </tr> <tr> <td>Am Indian</td> <td>5%</td> <td>1%</td> <td>9%</td> <td>+ 8%</td> </tr> <tr> <td>Asian</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> </tr> <tr> <td>Black</td> <td>3%</td> <td>1%</td> <td>4%</td> <td>+ 3%</td> </tr> <tr> <td></td> <td></td> <td></td> <td>105 Families</td> <td>58 Families</td> <td></td> </tr> </tbody> </table>		Date Initiated	Initial Mix		2-15-2011		1/27/2012	% of change from 2011	Colson Manor	3-15-02	White	95%	White	79%	100%	+21%	Hispanic	0%	Hispanic	14%	0%	-14%	Am Indian	5%	Am Indian	7%	0%	- 7%	Asian	0%	Asian	0%	0%		Black	0%	Black	0%	0%		Morrill Manor	3-15-02	White	95%	White	100%	100%	n/a	Hispanic	5%	Hispanic	0%	0%		Am. Indian	0%	Am Indian	0%	0%		Asian	0%	Asian	0%	0%		Black	0%	Black	0%	0%		Bluff View	3-15-02	White	57%	White	59%	59%	n/a	Hispanic	38%	Hispanic	38%	35%	- 3%	Am Indian	2%	Am Indian	3%	6%	+ 3%	Asian	0%	Asian	0%	0%		Black	3%	Black	0%	0%		Rebecca Winter	3-15-02	White	47%	White	55%	54%	- 1%	Hispanic	36%	Hispanic	31%	39%	+ 8%	Am. Indian	17%	Am Indian	14%	7%	- 7%	Asian	0%	Asian	0%	0%		Black	0%	Black	0%	0%		Section Waiting List		3-25-2010		2-15-2011		1/27/2012	% of Yearly change	White	70%	78%	51%	-27%	Hispanic	22%	20%	36%	+16%	Am Indian	5%	1%	9%	+ 8%	Asian	0%	0%	0%	0%	Black	3%	1%	4%	+ 3%				105 Families	58 Families	
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9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p>																																																																																																																																																																															

<b>10.0</b>	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan. Construction complete on Gering Valley Estates which utilized NIFA 1602 Tax credits develop the 28 units of one and 2 bedroom apartments. Completion date is 12/31/2011.</p> <ol style="list-style-type: none"> <li>1) Attained 96% lease-up in the Section 8 Voucher Program and aggressively monitoring lease up to stay within budget authority and fully utilize HUD funds and Section 8 Reserves as needed.</li> <li>2) Provided a strong support system for the Carpenter Intergenerational Center in both physical facility, staff salary and board membership.</li> <li>3) Elmwood Village has been successfully converted to an entity of the Scotts Bluff County Housing Authority – pursuing exempt status on a permanent basis.</li> <li>4) Received DED set-aside for Valacia Modernization – those funded should be fully drawn down by the end of the fiscal year June 30, 2012., Awarded USDA MPR funding for Valacia Apartments in November 2011 to fully fund reserves and allow for improvements based on the CNA</li> <li>5) HOPE Center on track for completion of mission – awarded a Scottsbluff City Revitalization Grant for new signage on 20<sup>th</sup> Street and awesome community support for homeless individuals and families.</li> <li>6) Application for CoC funding was denied by Balance of State, but initial Crane application for tax credits given green light for full application by DED &amp; NIFA. Full application in progress – hope to submit in March 2012.</li> <li>7) CDBG grant application denied for Carpenter Center modernization to implement a senior meals, child care nutrition and summer feeding programs to serve public housing residents and community. Continuing partnership talks with the Mayors of all communities. Seeking United Way grant and others to assist with renovations.</li> </ol> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification” <b>Significant Amendment – are defined as discretionary changes in the plan or policies of the Housing Authority that fundamentally change the plans of the agency and which required formal approval of the Board of Commissioners.</b></p> <p><b>Substantial Deviation/modification- Change in the 5 year plan occurs when the Board of Commissioners decides that it wants to change The mission statement, goals or objectives of the 5 year plan.</b></p>
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<b>11.0</b>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <ol style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</li> <li>(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.</li> <li>(g) Challenged Elements</li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</li> </ol>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

## Instructions form HUD-50075

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

### 1.0 PHA Information

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

### 2.0 Inventory

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

### 3.0 Submission Type

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

### 4.0 PHA Consortia

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

### 5.0 Five-Year Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

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

**Part I: Summary**

PHA Name: Housing Authority of the County of Scotts Bluff, Ne	Grant Type and Number Capital Fund Program Grant No: NE26P078501-08 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2008 FFY of Grant Approval: 2008
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/11	Reserve for Disasters/Emergencies <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/11	Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup>	
			Original	Total Estimated Cost Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 21)					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures		239,055.00		239,055.00	
11	1465.1 Dwelling Equipment—Nonexpendable		10,000.00		10,000.00	
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities <sup>4</sup>					

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

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Part I: Summary

PHA Name: Housing Authority of the County of Scotts Bluff, Ne	Grant Type and Number Capital Fund Program Grant No: NE26P078501-08 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2008 FFY of Grant Approval: 2008
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Type of Grant

Original Annual Statement       Reserve for Disasters/Emergencies  
 Performance and Evaluation Report for Period Ending: 12/31/11       Revised Annual Statement (revision no: )  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	249,055.00		249,055.00	249,055.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director: <i>Amber J. Partridge</i>		Date: 2/6/12	Signature of Public Housing Director:		Date:

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
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 Expires 4/30/2011

<b>Part I: Summary</b>		<b>PHA Name: Housing Authority of the County of Scotts Bluff, Ne</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P078501-09 Replacement Housing Factor Grant No: Date of CFP:		<b>FFY of Grant: 2009</b> <b>FFY of Grant Approval: 2009</b>	
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/11	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
				Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>						
3	1408 Management Improvements						
4	1410 Administration (may not exceed 10% of line 21)						
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs						
8	1440 Site Acquisition						
9	1450 Site Improvement						
10	1460 Dwelling Structures			249333	229333	229333	94290.07
11	1465.1 Dwelling Equipment—Nonexpendable						
12	1470 Non-dwelling Structures				20000	20000	18082.77
13	1475 Non-dwelling Equipment			6000	6000	6000	
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities <sup>4</sup>						

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

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U.S. Department of Housing and Urban Development  
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 OMB No. 2577-0226  
 Expires 4/30/2011

**Part I: Summary**

PHA Name: Housing Authority of the County of Scotts Bluff, Ne	Grant Type and Number Capital Fund Program Grant No: NE26P078501-09 Replacement Housing Factor Grant No: Date of CFEP:	FFY of Grant: 2009 FFY of Grant Approval: 2009
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Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	255,333		255,333	112372.84
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date 2/6/12	Signature of Public Housing Director		Date

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
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<b>Part I: Summary</b>		<b>PHA Name: Housing Authority of the County of Scotts Bluff, Ne</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P078501-10 Replacement Housing Factor Grant No: Date of CFFP:		<b>FFY of Grant: 2010</b> <b>FFY of Grant Approval: 2010</b>	
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/11	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no:1 ) <input checked="" type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup>
			Original	Revised <sup>2</sup>	
1	Total non-CFF Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements		21700	30,160	14561.41
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement		16000	7540	1420
10	1460 Dwelling Structures		192203	179632.78	10657.15
11	1465.1 Dwelling Equipment—Nonexpendable		12000	12000	4179
12	1470 Non-dwelling Structures		0	7295.00	7295.00
13	1475 Non-dwelling Equipment		8000	13275.22	13275.22
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

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<b>Part I: Summary</b>	<b>PHA Name:</b> Housing Authority of the County of Scotts Bluff, Ne	<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P078501-10 Replacement Housing Factor Grant No: Date of CFP:	<b>FFY of Grant: 2010</b> FFY of Grant Approval: 2010
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Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	249903	249903		
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director <i>Nancy J. Bernick</i> 3/19/2012		Date	Signature of Public Housing Director	Date	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
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<b>Part I: Summary</b>		<b>PHA Name: Housing Authority of the County of Scotts Bluff, Ne</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P078501-11 Replacement Housing Factor Grant No: Date of CFFP:		<b>FFY of Grant: 2011</b> <b>FFY of Grant Approval: 2011</b>	
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/11	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
				Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CTF Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>						
3	1408 Management Improvements						
4	1410 Administration (may not exceed 10% of line 21)						
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs						
8	1440 Site Acquisition						
9	1450 Site Improvement						
10	1460 Dwelling Structures			30,000	0		
11	1465.1 Dwelling Equipment—None expendable			66,123	0		
12	1470 Non-dwelling Structures			26,600	0		
13	1475 Non-dwelling Equipment			60,000	0		
14	1485 Demolition			30,000	0		
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities <sup>4</sup>						

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

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

<b>Part I: Summary</b>		FFY of Grant: 2011	
PHA Name: Housing Authority of the County of Scotts Bluff, Ne	Grant Type and Number Capital Fund Program Grant No.: NE26P078501-11 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval: 2011	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	212,723	0		
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	105,723			
Signature of Executive Director <i>Nancy Bertley</i>		Date 2/7/12	Signature of Public Housing Director		Date

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

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

<b>Part I: Summary</b>	<b>FFY of Grant: 2012</b>
PHA Name: SCOTTS BLUFF COUNTY HOUSING AUTHORITY	Grant Type and Number
	Capital Fund Program Grant No: NE26P07850112
	Replacement Housing Factor Grant No:
	Date of CFFP:

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
				Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>						
3	1408 Management Improvements						
4	1410 Administration (may not exceed 10% of line 21)						
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs						
8	1440 Site Acquisition						
9	1450 Site Improvement						
10	1460 Dwelling Structures			86,988		0	
11	1465.1 Dwelling Equipment—Nonexpendable			48,550		0	
12	1470 Non-dwelling Structures			37,800		0	
13	1475 Non-dwelling Equipment			14,204		0	
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities <sup>4</sup>						

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

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

<b>Part I: Summary</b>		FFY of Grant: 2012	
PHA Name: Scotts Bluff County Housing Authority	Grant Type and Number Capital Fund Program Grant No: NE26P07850112 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval: 0	

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

Line	Summary by Development Account	Original	Total Estimated Cost	Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup>	Expended
18a	1501 Collateralization or Debt Service paid by the PHA						
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment						
19	1502 Contingency (may not exceed 8% of line 20)					0	
20	Amount of Annual Grant: (sum of lines 2 - 19)	187,542					
21	Amount of line 20 Related to LBP Activities						
22	Amount of line 20 Related to Section 504 Activities						
23	Amount of line 20 Related to Security - Soft Costs						
24	Amount of line 20 Related to Security - Hard Costs						
25	Amount of line 20 Related to Energy Conservation Measures						
Signature of Executive Director		Date 2-27-2012		Signature of Public Housing Director		Date	

*Shirley A. Bartley*

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









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

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

**Part I: Summary**

PHA Name/Number Authority		Locality (City/County & State) Gering, Scotts Bluff County, Nebraska			<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 2	
Development Number and Name	Work Statement for Year 1 FFY 2012	Work Statement for Year 2 FFY 2013	Work Statement for Year 3 FFY 2014	Work Statement for Year 4 FFY 2015	Work Statement for Year 5 FFY 2016	
B. Physical Improvements Subtotal	Advised Statement	\$82,542	\$173,542	\$187,542	\$132,542	
C. Management Improvements		50,000	14,000			
D. PHA-Wide Non-dwelling Structures and Equipment		55,000			55,000	
E. Administration						
F. Other						
G. Operations						
H. Demolition						
I. Development						
J. Capital Fund Financing - Debt Service						
K. Total CFP Funds		\$187,542	\$187,542	\$187,542	\$187,542	
L. Total Non-CFP Funds						
M. Grand Total		\$187,542	\$187,542	\$187,542	\$187,542	

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

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

**Part I: Summary (Continuation)**

PHA Name/Number Authority		Scotts Bluff County Housing NE078		Locality (City/county & State) Gering, Scotts Bluff County, Nebraska		<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No:2	
Development Number and Name	Work Statement for Year 1 FFY 2012	Work Statement for Year 2 FFY 2013	Work Statement for Year 3 FFY 2014	Work Statement for Year 4 FFY 2015	Work Statement for Year 5 FFY 2016		
	Approved Statement						
HUD PNA		50,000					
Landscape Carpenter Ctr		30,000					
Energy Audit			14,000				
Remodel Elderly/family Units		82,542	128,542	173,338			
Electrical/Cement Work			45,000				
New Furnace Colson				14,204			
Boiler replacement					70,000		
Community room updates		25,000			25,000		
Replace refrigerators/stoves/a/c					62,542		
Updates electrical, plumbing, equipment CC					30,000		









**Scotts Bluff County Housing Authority  
Section 8 Homeownership Program  
Section 8 Administrative Plan Amendment**

**July 1, 2009**

**As Adopted by the Scotts Bluff  
County Housing Authority  
Board of Commissioners  
Resolution 766  
April 8, 2009**

## **Introduction:**

The Scotts Bluff County Housing Authority (hereinafter referred to as SBHA) hereby establishes a Section 8 Homeownership Program in accordance with US Department of Housing and Urban Development (HUD) final rule dated September 12, 2000. The establishment of this program is consistent with Scotts Bluff Housing Authority's annual and five-year plan. Our goal is to provide income-qualified families with an opportunity to become homeowners by allowing families to use Section 8 voucher assistance to purchase their own homes rather than rental assistance.

Under the Section 8 Homeownership Program, Housing Assistance Payments can be used to supplement the participant's income when calculating their housing ratio for a home mortgage. It is the goal of the Scotts Bluff County Housing Authority to provide this expanded choice of housing assistance that will promote homeownership.

### **Advisory Committee:**

The Section 8 Homeownership Program will be developed with input from local 1) non-profit housing groups 2) homeownership counseling groups 3) lending institutions 4) economic development groups 5) service providers 6) real estate professionals and 7) income-qualified persons working cooperatively with SBHA. The purpose of the Advisory Committee will be to educate, promote and provide annual assessment of the Section 8 Homeownership Program.

## **I. OUTREACH**

Information regarding the Section 8 Homeownership program will be made available to all applicants during the initial interview and at briefing. Annually, at recertification time, families will receive information on the Section 8 Homeownership Program. Information will be posted in the SBHA Office and handouts regarding the program and its guidelines available and distributed to referral partners. The SBHA will limit the number of Homeownership Vouchers issued to a maximum of ten (10) in any one fiscal year dependent upon the availability of vouchers. There will be no carryover of non-issued vouchers. Of the ten vouchers, seven are eligible for Scottsbluff County, three may be issued outside of Scotts Bluff County, subject to availability. If there are no applicants from outside of Scotts Bluff County, all may be issued in Scotts Bluff County, subject to availability of vouchers.

## **II. ELIGIBILITY**

Qualified applicants/participants must meet the following guidelines:

- Must be a Section 8 Participant or Public Housing Resident (who qualifies for

- Section 8 assistance) for at least one year who is in good standing (i.e. has not violated any Section 8/Public Housing Program requirements) in the SBHA programs.
- Must meet the HUD definition of first-time homeowner (i.e. means that the participant has not had home ownership interest in a home in the past three years except for a displaced homemaker or person with a disability) A right to purchase title to a residence under a lease-purchase agreement is not considered a “ownership interest.” A lease-purchase agreement is not considered a “ownership interest.” A member of a cooperative also qualifies as a first time homeowner.”
- The participant or applicant must not have previously defaulted on a mortgage that was obtained through homeowner assistance program.
- One or more adults must have a gross annual income greater than or equal to at least 2000 hours of work at the federal minimum wage (Not less than 30 hours per week). And has been continuously employed for one year prior to application. The SBHA may allow for interruptions in employment for certain instances such as lay-off’s or illnesses on a case-by –case basis.

An exception to this requirement is granted to families who’s head of household or spouse is elderly or disabled. Families with a disabled member may also request an exception from SBHA to this requirement. This requirement is applicable at the initial qualification for homeownership assistance and is not a requirement for continued assistance.

Public assistance may only be included as income when determining eligibility for a family with an elderly or disabled head of household or spouse. This requirement is applicable at the initial qualification for homeownership assistance and is not a requirement for continued assistance.

- The Participant must attend and successfully complete the pre-assistance homeownership counseling program offered through CDC/USDA Rural Development training partners or HUD-approved counseling agencies designated by SBHA.
- Must have the minimum of \$500 from the participant’s own funds for closing costs, repairs, and/or downpayment or SBHA approved downpayment assistance programs. Referral to downpayment assistance programs will be provided as availability is announced to SBHA.
- Must sign a “Statement of Homeowner Obligations” with SBHA and agree to use the home as their sole residence.

- Must have fully repaid any outstanding debt owed the SBHA or any other Housing Authority. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt(s) from participating in the Section 8 program.

Eligibility will be determined through the application process. Ineligible applicants may participate in the Homebuyer's Club TBA pursuant to ROSS Homeownership funding. The goal of the HB Club will be to repair the applicant's credit worthiness. Minimum income requirements will be established for eligibility, with a goal of repair of credit in an 18 month period. If grant funding is not available, referral to local counseling services will be offered.

### **III. JURISDICTION/EIGIBLE UNIT:**

The initial program will be offered to participants locating a home in Scotts Bluff County, Sidney, Kimball, Bridgeport, Bayard or other communities which are in the Scotts Bluff County Housing Authority Section 8 program jurisdiction. Portability will not be optional in the SBHA Homeownership Program. SBHA may deny a unit if the owner has been debarred or suspended under Section 24 CFR, Part 24.

Eligible units will be considered as the following

- 1) Single family existing unit
- 2) Single family home new construction with prior approval.
- 3) Existing home available for purchase/ with qualified rehab of a minimum of \$3,000 with lender approval.
- 4) New Manufactured home on a privately owned lot on a permanent foundation from approved dealer/contractor with 1 year warranty.

### **IV. APPLICATION PROCESS:**

Applications for the homeownership program will be given to interested and preliminarily qualified applicants upon request. Completed applications will be reviewed for eligibility status. If the applicant is deemed eligible, they will be processed. If the applicant is deemed ineligible and is denied, they may reapply in the future. When the verification process is completed, a briefing is held, which participants must attend. Once eligible, the participant should begin Homeownership Counseling classes.

### **V. HOMEOWNERSHIP COUNSELING**

Participants in this program must attend and successfully complete the pre-assistance homeownership counseling program (Six hours of classroom plus 1 hour budgeting one on one) approved by the SBHA. The homeownership counseling program will cover topics such as

- a) Home maintenance 3
- b) Budgeting and money management
- c) Aspects of Financing a Home
- d) Credit Counseling and Credit Repair
- e) Predatory lending prevention
- f) How to find a home and negotiate the price
- g) Fair Housing/Fair lending
- h) Foreclosure Prevention
- i) Real Estate Law

TBA are Post-Homeownership Counseling Classes which are also mandatory based on SBHA funding through ROSS Homeownership funding.

## **VI. TIMELINE**

The participant will have a maximum of six (6) months from the time of their successful completion of pre-homeownership counseling to find a home to purchase and enter into a contract of sale. If the participants are unable to locate a desirable home and enter into a contract of sale before the end of six months, the participants will be allowed to continue their assistance toward a rental unit. Extension of the six month time limit is at SBHA discretion.

## **VII. PURCHASE AGREEMENT:**

Once the participants select the home they would like to purchase, they must enter into a Sale of Contract with the sellers of the property. The Sale of Contract must include the following:

- 1) The purchase price and terms of the sale.
- 2) State that pre-purchase inspections will be completed to the satisfaction of the participants and the SBHA and that the sale is conditional upon the participants' and SBHA's acceptance of the inspection reports.
- 3) State that the participants are not obligated to pay for repairs that are needed as a result of the findings of the inspection report unless qualifying for a purchase with rehab loan as a part of the sale contract.
- 4) Certification that the seller is not debarred, suspended, or subject to limited denial of participation by HUD.

## **VIII. EARNEST DEPOSIT**

The SBHA requires a minimum of \$500 from the participant's own funds for closing costs, repairs, and/or earnest deposit or SBHA approved down-payment assistance programs.

## **IX. INSPECTIONS**

Two inspections must be performed prior to purchase. An independent professional home inspection must be completed by a third party selected by participant and/or lender. Cost of this inspection is the buyers (participants). This inspection must cover major building systems and components. These include, but are not limited to, the structural integrity of the home and its foundation, the age and quality of the roof, the interior and exterior make-up, and an inspection of the plumbing, heating/cooling and electrical systems. On new construction, a Certificate of Occupancy will be required.

In addition, the Scotts Bluff Housing Authority will conduct a Housing Quality Standards Inspection and review the independent professional home inspection. The SBHA or its designated party may disqualify a home from participating in the Section 8 Homeownership Plan based on either inspection.

## **X. FINANCING AND PURCHASING REQUIREMENTS:**

The participant family has the discretion to choose which lender they use, but the terms of the loan will be subject to approval of the SBHA. SBHA will provide referral assistance to available lenders who are informed about and willing to participate in the Section 8 Homeownership Plan. Housing Assistance Payments funds may not be used for the financing costs of purchasing a home. Pursuant to ROSS Homeownership funding constraints, a Lender's/Real Estate Homeownership Class will be originated and those completing the training will be listed as resources on information provided to the applicant.

The first mortgage lender should be a federally regulated financial institution. Loan fees should not exceed five (5) percent of the purchase price. . Prepayment penalties, balloon payments and/or prepaid life insurance will not be allowed in any financing arrangement.

The family may not re-finance, apply for an equity loan or make any other loans against the home without SBHA approval.

## **XI. AMOUNT ON MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENT**

While the family is residing in the home, the PHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- 1) The payment standard minus the total tenant payment; or
- 2) The family's monthly homeownership expenses minus the total tenant payment.

Monthly homeownership expenses used to calculate the Housing Assistance payments will include: 1) principal and interest on mortgage debt, 2) mortgage insurance, 3) real estate taxes and assessments, 4) home insurance, 5) USDA's allowances for maintenance and major repairs (1% of purchase price per year) and SBHA's utility allowance.

As the fair market rent payment standard changes, adjustments will be made to the Housing Assistance Payments (HAP) by SBHA. If the annual reexamination results in a zero HAP, the family may continue as a program participant for six months (180 days) from the date of the reexamination effective date. During that period, the HAP contract between SBHA and owner remains in effect. If the family circumstances change during the six-month period and the family again needs assistance, the SBHA will conduct an interim reexamination and reinstate assistance. At the end of six months, if the subsidy has not been restored, the HAP contract will terminate. The SBHA will provide the family advanced notification of the proposed termination.

Housing Assistance Payments will be provided only when the participants remain in their home and will be in effect for fifteen (15) years if the initial mortgage is twenty (20) years or longer. In all other cases, the term of the HAP will be provided for ten (10) years. These terms DO NOT apply to elderly and disabled families. However, if an elderly or disabled family ceases to be qualified as such while receiving HAP for homeownership, the maximum term shall be determined from the date of initial commencement of homeownership assistance. The family will receive a minimum of six (6) months of HAP after the maximum term, provided the family continues to be eligible and is complying with family obligations.

The term of the assistance is applied from the time of the initial purchase, regardless if the participants move to a new unit under the Section 8 Homeownership Program. Participants can choose to sell their home and stay in the program by purchasing another home, provided that a default on their mortgage has not occurred and they are in compliance with the "Statement of Homeowner Obligations." If this happens, the initial eligibility requirements apply, with the exception of the first-time homebuyer and the pre-assistance homeownership counseling.

SBHA will provide the lender with the amount of the Housing Assistance Payments prior to closing. Housing Assistance Payments will be made directly to the lender or to an escrow account established by the lender for payments each month.

## **XII CONTINUED PARTICIPATION**

Families participating in the Section 8 Homeownership Program must still abide by the Rules and Regulations of the Section 8 Program. The family is STILL a Section 8 participant, being a homeowner rather than a renter. If the family violates any of the rules and regulations of the Section 8 program, they will be terminated and be responsible for the entire mortgage payment.

Annual recertification and HQS inspection will continue to ensure the family is still eligible for assistance. If the family is determined ineligible for Section 8 assistance,

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they will be terminated and responsible for the entire mortgage. The family must also comply with the Statement of Homeownership Obligations and sign it annually at recertification.

## **XIV DEFAULT**

SBHA will file Notice of Default and Release of Information with Lenders to receive copies of late payment/default notices to utilize in post home ownership counseling with the family. The family must notify SBHA immediately if the mortgage goes into default within two days of receipt of default letter.

In the event of a default, the participant is not eligible for future participation in SBHA Homeownership Programs.

It is at the Authority's discretion whether or not to allow the family to revert to Section 8 Housing Choice Voucher Rental Assistance Program after a mortgage default through the SBHA's Homeownership Program.

## **XV MAXIMUM TERM OF ASSISTANCE**

Families can receive homeownership assistance for a maximum of 15 years if using a mortgage with a term of 20 years or more. If the family is elderly or disabled, there is no time limit. If the mortgage term is less than 20 years, participants are eligible for up to 10 years of Housing Assistance Payments based on their continued eligibility.

## **XVI GROUNDS FOR TERMINATION OF HOME OWNERSHIP ASSISTANCE**

- (1) Failure to Comply with Family Obligations Under Section 8 or SBHA's Home Ownership Policies.

A family's home ownership assistance may be terminated if the family fails to comply with its obligations under the Section 8 Program, SBHA home ownership policies, fails to attend the homeownership counseling classes as required or if the family defaults on the mortgage. The family must comply with the terms of any mortgage incurred to purchase the home. The family must provide SBHA with advance notice of any sale, plans to transfer any interest in the home; any plan to move out of the home prior to the move; the family's household income and home ownership expenses on an annual basis; and any other notices which may be required pursuant to SBHA homeownership policies. The family may not convey

or transfer the home to any entity or person other than a member of the assisted family while receiving homeownership assistance.

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(2) Occupancy of Home:

Home ownership assistance will only be provided while the family resides in the home. If the family moves out of the home, SBHA will not continue home ownership assistance commencing with the month after the family moves out. **The initial family purchasing the home is the only family allowed to reside in the unit.**

(3) Changes in Income Eligibility:

A family's home ownership assistance may be changed at interium and annual recertification of the household income, but participation in the Section 8 Home Ownership program shall continue until such time as the assistance payment amounts to \$0 for a period of six (6) consecutive months or annual date, whichever comes first..

(4) Maximum Term of Home Ownership Assistance

Section 8 Home Ownership Assistance Payments will be provided only if the participants remain in their home for a period of fifteen (15) years and the initial mortgage is twenty (20) years or longer. In all other cases, the term of the HAP payments will be provided for ten (10) years. These terms DO NOT apply to elderly and disabled families. However, if an elderly or disabled family ceases to be qualified as such while receiving HAP for homeownership, the maximum term shall be determined from the date of the initial commencement of homeownership assistance. The family swill receive a minimum of six (6) month of Housing Assistance payments after the maximum term, provided the family continues to be eligible and is complying with family obligations.

## **XVIII PROCEDURE FOR TERMINATION OF HOMEOWNERSHIP ASSISTANCE**

A participant in the Section 8 Home Ownership program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan of the SBHA for the Section 8 Housing Choice Voucher Program.

## **XIX ADMINISTRATIVE FEE:**

The Scotts Bluff County Housing Authority will receive the same ongoing administrative fee as in the Section 8 rental program as outlines in Section 24 CFR 982.152 (b)

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**XX FAIR HOUSING:**

In compliance with the Fair Housing Act (title VIII of the Civil Rights Act, 1988) the Section 8 Homeownership program will not discriminate based on race, color, national origin, sex, handicap or familial status.

**XIV. STATEMENT OF HOMEOWNER OBLIGATIONS**

**SCOTTS BLUFF COUNTY HOUSING AUTHORITY  
Section 8 Housing Choice Voucher Homeownership Program**

**STATEMENT OF HOMEOWNER OBLIGATIONS**

I/We, \_\_\_\_\_,  
Participant(s) in the Scotts Bluff County Housing Authority Section 8 Housing Choice Voucher Homeownership Program, fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a \_\_\_\_\_ located at \_\_\_\_\_ and agree that:

1. Our home will be occupied by the following family members:

_____	_____
_____	_____
_____	_____
_____	_____

2. The initial monthly Housing Assistance Payment will be \$\_\_\_\_\_ and will begin on \_\_\_\_\_. The Housing Assistance Program Payment amount will be adjusted, at least annually, based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with U.S Department of Housing and Urban Development (HUD) requirements.

3. The initial monthly Housing Assistance Payment will be made as follows:  
\$\_\_\_\_\_ will be paid directly to \_\_\_\_\_.

4. Housing Assistance Payments will be available for a maximum of ten years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of the Statement of Homeowner Obligations, the policies of the Scotts Bluff County Housing Authority Housing Choice Voucher Homeownership Program, HUD program requirements and upon continued appropriations to the Scotts Bluff County Housing Authority by HUD.

5. I/We must report all family income from all sources and the names of all persons living in our household.

6. If, at any time, any member of my household has a change in income greater than \$1,000.00/annually, I must report it to the Scotts Bluff County Housing Authority no later than 10 days after the change occurs.
7. If, at any time, anyone in my household moves in or out, I must report it, within 10 days of the occurrence, to the Scotts Bluff County Housing Authority.
8. Housing Assistance Payments will be made only for the months my household is in residence in the home. I/We must immediately report to the Scotts Bluff County Housing Authority if we move from our home.
9. My/Our family (including each family member) must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
10. My/Our family (including each family member) must not participate in illegal drug or violent criminal activity.
11. I/We may not sell, convey or transfer any interest in the home to any entity or person prior to informing the Scotts Bluff County Housing Authority. Housing assistance payments will terminate with any sale, conveyance or transfer other than to a household member residing in the home.
12. I/We must provide information to the Scotts Bluff County Housing Authority on any mortgage or other debt incurred to purchase the home, and any refinancing of such debt.
13. I/We must comply with the terms of any mortgage security debt incurred to purchase our home and any refinancing of such debt. I/We must immediately notify the Scotts Bluff County Housing Authority of any defaults on mortgage debt incurred to purchase the home.
14. I/We must promptly pay utility bills.
15. I/We must keep the Premises in good repair and in safe and sanitary condition.
16. I/We must document, in conjunction with our annual re-examination of income, that I/We are current on mortgage, insurance and utility payments.
17. If I/We default on my/our mortgage debt and lose my/our home, I/we will not be able to use my/our Section 8 Housing Choice Voucher for rental housing but may reapply for the Section 8 waiting list.

**I/WE UNDERSTAND THAT MY/OUR HOUSING ASSISTANCE MAY BE WITHHELD, RECOVERED OR TERMINATED FOR ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS STATEMENT OF HOMEOWNER RESPONSIBILITIES.**

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

---

SBCHA Staff

---

Date

## VAWA POLICIES:

### Prohibition Against Terminations under the Violence against Women Reauthorization Act (VAWA) of 2005.

The VAWA limits the owner and SBHA's right to terminate tenancy or program assistance under certain circumstances. Specifically the SBHA or the owner(s) may not construe such violence or stalking as a serious or repeated violation of the lease by the victim, as other good cause for terminating the tenancy or occupancy rights of the victim, or as criminal activity justifying the termination of the tenancy, occupancy rights, or program assistance of the victim.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a family household or any guest or other person under the family's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

Definitions as used in VAWA:

*Domestic Violence* - includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction;

*Dating Violence* - includes violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim: and where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship, (2) the type of relationship, (3) the frequency of interaction between the person involved in the relationship;

*Stalking* – is defined as: (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate, (2) to place under surveillance with the intent to kill, injure, harass, or intimidate another person, (3) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (a) that person, (b) a member of the immediate family of that person, or (c) the spouse or intimate partner of that person;

*Immediate family* – immediate family member – with respect to a person, is a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent, or any other person living in the household of that person and related to that person by blood and marriage.

When a tenant or other household member claims that s/he is the victim of such actions the SBHA or owner/manager may request that the individual certify that s/he is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse.

The SBHA will provide tenant or other household member claiming that s/he is a victim of such actions with the form HUD-50066 "Certification of Domestic Violence, Dating Violence, or Stalking". The individual will be required to come into the SBHA office to obtain the certification and the certification is to be returned to the SBHA office within 14 calendar days. The SBHA may extend the deadline at their discretion. If the individual does not submit the certification with the required time frame (including any approved extension) the SBHA or owner/manager may proceed with terminating the tenancy or assistance of the family.

Evicting or Terminating Assistance of a Perpetrator: Notwithstanding any Federal, State, or local law to the contrary, the SBHA may terminate assistance to, or an owner/manager may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The SBHA and owner/manager retain the authority to terminate the tenancy, occupancy, or program assistance of a victim under either of the following conditions: (1) the termination is for a lease violation premised on something other than an act of domestic violence, dating, violence, or stalking against the victim and the SBHA or owner/manager is holding the victim to a standard no more “demanding” than the standard to which the other tenants are held, (2) the SBHA or owner/manager can demonstrate an “actual and imminent threat to other tenants of those employed at or providing service to the property” if the tenancy of the victim is not terminated.

The SBHA will notify tenants/families of their right under the VAWA by posting information in our office. The SBHA will also notify families at the time of briefings, new admissions, annual reexaminations and any time it is deemed necessary. The SBHA will also provide information to the owners/managers in the same manner.

The tenant's/family's right of confidentiality and the limits thereof are provided on the form HUD-50066.

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Scott Bluff Housing Authority's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail. Scott Bluff Housing Authority is hereinafter referred to as SBHA.

## **1.0 FAIR HOUSING**

It is the policy of SBHA to fully comply 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. SSBHA shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds 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 SBHA programs.

To further its commitment to full compliance with applicable Civil Rights laws, SBHA Housing Authority will provide Federal/State/local information to applicants/tenants of the Public 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 SBHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

SBHA will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. SBHA will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of SBHA 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 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 SBHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, SBHA will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

As a part of the application process, there is an opportunity for the client to request Reasonable Accommodation . Reasonable accommodation request forms are also available in each of the client interview rooms and posted on the bulletin board. These forms are made available upon request to our clients.

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

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with 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, SBHA will obtain verification that the person requesting the accommodation is a person with a disability, utilizing the above definition.

- 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, SBHA will obtain documentation that the requested accommodation is needed due to the disability. SBHA 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? SBHA is in the business of housing. If the request would alter the fundamental business that SBHA conducts, that would not be reasonable. For instance, SBHA could deny a request to have SBHA do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, SBHA may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally the individual knows best what it is he or she needs; however, SBHA retains the right to be shown how the requested accommodation enables the individual to access or use SBHA's programs or services.

If more than one accommodation is equally effective in providing access to SBHA's programs and services, SBHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by SBHA if there is no one else willing to pay for the modifications. If another party pays for the modification, SBHA will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, SBHA will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e., allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

All applicants who appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than English (including sign language or Braille). Their needs will be accommodated as much as possible. The Scotts Bluff County Housing Authority employs bilingual staff and has maintained a list of interpreters for sign language. Arrangements will be made at SBHA expense to make accessible housing services for those with limited English Proficiency as well as persons with disabilities. If another family member or a friend can translate, this option may be utilized in emergency situations.

### **4.0 FAMILY OUTREACH**

SBHA will publicize the availability and nature of the Public Housing 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 people who cannot or do not read the newspapers, SBHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. SBHA will also try to utilize public service announcements.

SBHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

## **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to annually 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 tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## **6.0 REQUIRED POSTINGS**

In each of its offices, SBHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current SBHA Notices

## 7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted Monday through Friday from 7:30 AM –3:30 PM at the main office at 89A Woodley Park Road, Gering, NE (Terrytown location –Gering mailing address)

Applications are taken to compile a waiting list. Due to the demand for housing in SBHA's jurisdiction, SBHA may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and SBHA will verify the information.

Applications may be made in person on Monday through Friday from 7:30 AM - 3:30 PM. Applications will be mailed to interested families residing outside of Scott Bluff County upon request.

The completed application will be dated and time stamped upon its return to and completed interview with SBHA staff.

Persons with disabilities who require a reasonable accommodation in completing an application may call SBHA to make special arrangements. SBHA utilizes the Nebraska Relay System for the Deaf. The Nebraska Replay telephone number is 711 or 1-800-322-5299 TT/Voice or 1-800-833-7352 (TDD).

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information (i.e. family composition, income, etc.) establishing any preferences to which they may be entitled. This first phase results in an apparently eligible family's placement on the waiting list.

Upon receipt of the family's pre-application, SBHA will make a preliminary determination of eligibility and complete verification forms during the interview with the family. SBHA will place eligible families on the waiting list based on date and time of application and give an approximate wait before housing may be offered. If the SBHA determines the family to be ineligible after the criminal background landlord check or home visit, a written notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. SBHA will annotate the applicant's file in red ink and will update their place on the waiting list. Confirmation of the changes will be made in writing. If the applicants are not housed in less than 90 days, SBHA will update verifications to ensure that all preferences, eligibility, suitability and selection factors are current in order to determinate the family's final eligibility for admission into the Public Housing Program, before an offer is made.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the SBHA screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

A. Family includes, but is not limited to, the following, regardless of marital status, actual or perceived sexual orientation, or gender identity, the following:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- (2) A group of persons residing together, such group includes, but is not limited to:
  - (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - (b) An elderly family;
  - (c) A near-elderly family;
  - (d) A disabled family;
  - (e) A displaced family; and
  - (f) The remaining member of a tenant family.

#### **B. Income Eligibility**

1. To be eligible for admission to developments, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of SBHA.
4. If SBHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. SBHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such

occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

7. If there are no eligible families on the waiting list and SBHA has published a 30 calendar day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies. This action is allowed to reduce vacancies in public housing and recognized by HUD as an allowable action.

C. Citizenship/Eligibility Status

1. To be eligible for public housing 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)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the non-citizen rule).
  - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number or certify that they do not have one. Adults must certify for minors.

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 or SBHA to obtain from State Wage Information Collection Agencies (SWICA's) 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 SBHA to verify with previous or current employers or other sources of 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;
- d. A statement allowing SBHA permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
- e. 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. Special College Student Eligibility Rules

In order to be eligible for public housing, college students living outside their parents or guardians homes must have established a separate household for at least one year prior to applying to the public housing program. This will be verified by presenting to SBHA evidence of the establishment of the separate household.

The college student must not be claimed as a dependant by parents or guardians on their IRS returns. This will be verified by examining the student's IRS return for the previous year. SBHA will examine the box that asks if someone else claimed them on their tax return.

If the student is receiving an athletic scholarship that includes over \$5000 a year for housing costs, the student shall not be eligible for public housing.

**8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. SBHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, SBHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. SBHA will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent and any utility payments;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
  7. The Housing Authority will consider successful completion of a RENT-WISE Course as an alternative to a good landlord reference or home-visit for the tenant's initial occupancy with the Housing Authority.
- C. SBHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. SBHA will verify the information provided. Such verification may include but may not be limited to the following:
1. A rental history check of all adult family members;
  2. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. 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. Where the individual has lived outside the local area, SBHA may contact law enforcement agencies where the individual had lived, a private company or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the SBHA.
  3. The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of SBHA who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to SBHA's action has expired without a challenge or final disposition of any litigation has occurred;
  4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal

activity. Home visit will be conducted no more than 50 miles outside of the SBHA jurisdiction.

5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. SBHA will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list. A sex-offender who is required to register for less than a lifetime will be treated in the same manner as a lifetime sex offender.
6. When an applicant is denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact in writing and given an opportunity to dispute the accuracy of the information through the informal review process within 14 calendar days.

#### **8.4 GROUND FOR DENIAL**

SBHA is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent; (Unfavorable Landlord reference)
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants; (Unfavorable Landlord reference or home visit)
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

For the purpose of this Policy, if any member of the applicant family has been arrested twice within the prior 3 year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority or landlord. Or did not leave another housing authority in good standing in connection with their public housing or Section 8 programs;

- I. 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;
- J. Were evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed.

However, SBHA may admit the household if the PHA determines:

- 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by SBHA or
- 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- K. Is currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;
- L. SBHA determines that it has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- M. SBHA determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this Section, SBHA may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs J, K, L, and M that warrants denial.

- N. Have engaged in or threatened abusive or violent behavior towards any SBHA staff member or resident;
- O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, SBHA may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program;  
or
3. Has otherwise been successfully rehabilitated.

For this purpose, SBHA will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

SBHA may deny admission to SBHA's public housing program on the basis of a criminal record. SBHA will notify in writing the household of the proposed action and offer the informal review process as an opportunity to dispute the accuracy and relevance of that record. The applicant will have fourteen (14) calendar days to dispute the accuracy and relevance of the record by a written request to SBHA for an informal review. If SBHA does not receive the dispute within the allotted time, the applicant will be denied.

#### **8.4A PROHIBITION AGAINST DENIAL UNDER VAWA**

The Violence Against Women Reauthorization Act of 2005 prohibits denying admission to Public housing to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

The VAWA limits the SBHA's right to terminate tenancy or program assistance under certain circumstances. Specifically, SBHA may not construe such violence or stalking as a serious or repeated violation of the lease by the victim, as other good cause for terminating the tenancy or occupancy rights of the victim or as criminal activity justifying termination of tenancy, occupancy rights, or program assistance of the victim.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of the household or any guest or other person under the family's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

Definitions as used in VAWA:

Domestic Violence - includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the

jurisdiction receiving grant monies, or by any other person against an adult of youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction;

Dating Violence - includes violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim: and where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship, (2) the type of relationship, (3) the frequency of interaction between the person involved in the relationship;

Stalking – is defined as: (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate, (2) to place under surveillance with the intent to kill, injure, harass, or intimidate another person, (3) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (a) that person, (b) a member of the immediate family of that person, or (c) the spouse or intimate partner of that person;

Immediate family – immediate family member – with respect to a person, is a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent, or any other person living in the household of that person and related to that person by blood and marriage.

When a tenant or other household member claims that s/he is the victim of such actions the SBHA or owner/manager may request that the individual certify that s/he is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse.

The SBHA will provide tenant of other household member claiming that s/he is a victim of such actions with the form HUD-50066 “Certification of Domestic Violence, Dating Violence, or Stalking”. The individual will be required to come into the SBHA office to obtain the certification and the certification is to be returned to the SBHA office within 14 calendar days. The SBHA may extend the deadline at their discretion. If the individual does not submit the certification with the required time frame (including any approved extension) the SBHA or owner/manager may proceed with terminating the tenancy or assistance of the family.

Evicting or Terminating Assistance of a Perpetrator: Notwithstanding any Federal, State, or local law to the contrary, SBHA may terminate assistance to, or an owner/manager may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The SBHA retains the authority to terminate the tenancy, occupancy, or program assistance of a victim under either of the following conditions: (1) the termination is for a lease violation premised on something other than an act of domestic violence, dating, violence, or stalking against the victim and the SBHA or owner/manager is holding the victim to a standard no more

“demanding” than the standard to which the other tenants are held, (2) the SBHA or owner/manager can demonstrate an “actual and imminent threat to other tenants of those employed at or providing service to the property” if the tenancy of the victim is not terminated.

The SBHA will notify tenants/families of their right under the VAWA by posting information in our office. The SBHA will also notify families at the time of briefings, new admissions, annual reexaminations and any time it is deemed necessary. The SBHA will also provide information to the owners/managers in the same manner.

The tenant’s/family’s right of confidentiality and the limits thereof are provided on the form HUD-50066.

## **8.5 *INFORMAL REVIEW***

- A. If SBHA determines that an applicant does not meet the criteria for receiving public housing assistance, SBHA will immediately notify the applicant during the application interview. The applicant may choose to withdraw their application or continue with the third party verification process. If the process continues and the applicant is not eligible, a written notice will be sent to the applicant that must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within 14 (fourteen) calendar days of the denial. SBHA will describe how to obtain the informal review.

The informal review may be conducted by any person designated by SBHA, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to SBHA’s decision. SBHA must notify the applicant of the final decision within five calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The applicant may request in writing that SBHA provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant within 14 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 14 calendar days of receipt of the INS appeal decision.

## **9.0 *MANAGING THE WAITING LIST***

### **9.1 *OPENING AND CLOSING THE WAITING LIST***

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting

lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

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

## **9.2 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contact between SBHA and the applicant will be documented in the applicant file.
- D. SBHA has a site based waiting list wherein applicants may select up to 3 public housing developments that they may be qualified to be housed at.

## **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family is at the top of the waiting list, the family will be offered the unit that has been vacant the longest and is ready for occupancy. The family will be notified in writing or via phone that a unit is available. If phone contact is made, the family will have 3 calendar days to respond to SBHA. If the family contact is via letter, the family will have 5 calendar days to respond to SBHA.

## **9.4 PURGING THE WAITING LIST**

SBHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom SBHA has current information, i.e., applicant's address, family composition, income verifications, and preferences.

## **9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

SBHA will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing 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;
  - C. The applicant does not meet either the eligibility or suitability criteria for the program; or
  - D. The applicant is housed.
- Applicants will be offered the right to an informal review before being removed from the waiting list.

## **9.6 MISSED APPOINTMENTS**

If a family misses an appointment, SBHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, SBHA will work closely with the family to find a more suitable time.

## **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by SBHA, in writing, that they have fourteen (14) calendar days from the date of the written correspondence to present mitigating circumstances or request in writing 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 SBHA system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, SBHA will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. 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.

# **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

## **10.1 PREFERENCES**

SBHA will select families based on the following preferences within each bedroom size category based on our local housing needs and priorities:

- A. At Colson Manor, Morrill Manor and Bluff View Manor preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.
- B. The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.
- C. Notwithstanding the above, families who are elderly or disabled will be offered housing before other single persons.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments who may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to

applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at the Housing Authority's expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

**10.1.1 HOUSING FOR KATRINA VICTIMS**

In the case of a federally declared disaster, SBHA reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.

**10.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will determine each family's unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, SBHA 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 currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex **will** share a bedroom. If units with additional bedrooms are available and there is children with age spans greater than 8 years, the higher bedroom size would be given.
- B. Children of the opposite sex, both under the age of five (5), will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster adults and/or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. SBHA will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. SBHA will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit. An exception would be the families with children with age spans greater than 8 years that are offered larger units.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30 calendar day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. In no event will a single person who is not an elderly person or a displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom.

### ***10.3 SELECTION FROM THE WAITING LIST***

SBHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### **10.4 DECONCENTRATION POLICY**

SBHA is not subject to the deconcentration requirements according to 24 CFR 903. Nevertheless, SBHA will affirmatively market its housing to all eligible income groups.

#### **10.5 DECONCENTRATION INCENTIVES**

SBHA does not offer incentives.

#### **10.6 OFFER OF A UNIT**

When SBHA discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the income targeting goal.

SBHA will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) calendar days from the date the family was contacted by the letter or three (3) calendar days if contact was by phone was mailed to contact SBHA regarding the offer.

The family will be offered the opportunity to view the unit. The family will have three (3) calendar days if notified by phone or five (5) calendar days if notified by letter to view and accept or reject the unit. The verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, SBHA will send the family a letter documenting the offer and the rejection.

#### **10.7 REJECTION OF UNIT**

If the family fails to respond, their application will be removed from the waiting list.

If the family rejects the unit with/without good cause, the family will be moved to the bottom of the waiting list.

If the family rejects the second offer, the family will be removed from the waiting list and if still interested must re-apply to get back on the waiting list.

#### **10.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than three (3) calendar days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure. Applicants are informed that utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form are posted on the bulletin board in the lobby. These documents will be explained in detail. The applicant will sign a certification that they have either received/reviewed these documents with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and SBHA will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be based on the following schedule.

In exceptional situations, SBHA reserves the right to allow a new resident to pay their security deposit in up to two (2) payments. One half shall be paid in advance, one half with their second rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, a new security deposit will be required for the 2nd unit. The refund of the first security deposit will be done in accordance with state law – within fourteen (14) days from the move-out. The family will be furnished with a Settlement statement that documents charges, rents, security deposit, refunds or additional amounts owed. If there are costs associated with bringing the first unit into condition for re-renting, the family shall be billed for these charges. Amounts owed will be due immediately upon receipt of the statement. A refund check will accompany the settlement statement if appropriate if SBHA is making a refund to the family.

## **11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME**

To determine annual income, SBHA adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, SBHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

## 11.1 INCOME

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or SBHA believes that past income is the best available indicator of expected future income, SBHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

Annual income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance
  - 1. Welfare assistance payments
    - a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
      - i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
      - ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.
    - b. 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.
      - iii. SBHA shall consider TANF/ADC as potential income even if it is waived by the applicant/tenant or in the case of a tenant who is sanctioned.
  - 2. Relations with welfare agencies
    - a. SBHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives SBHA

written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

- b. SBHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, SBHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
  - c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. SBHA shall rely on the welfare agency notice to SBHA of the welfare agency's determination of a specified welfare benefits reduction.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. SBHA shall consider as income court-ordered alimony or child support even if it is forgiven by the intended recipient.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **11.2 ANNUAL INCOME**

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;

- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The income of (Kin-Gap) guardianship care payments available to children exiting the juvenile court system is excluded. Kin-Gap payments are subsidies to children leaving the juvenile court system to live with a relative or legal guardian. The payments on behalf of the related child to the tenant household, is excluded.
- I. 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, childcare, 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, resident initiatives coordination, and serving as a member of SBHA governing board. 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. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
  - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

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.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. 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;
13. 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
14. 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 provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

- d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. The \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card. This expires on May 15, 2006, or when the participant enrolls in the Medicare Prescription Drug Program.
- u. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.

SBHA will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### **11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.
- B. The Public Housing Manager or Executive Director shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, SBHA shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, SBHA shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

##### **11.4.1 MISREPRESENTATION**

Resident's failure to disclose all income and assets will result in an interim or annual reexamination at which time back rent owed for a period of 5 years (60 months) will be determined. The resident can pay in full or set up a repayment agreement with the approval of the housing authority. Misrepresentation can be prosecuted in court to the fullest extent of the law. Scotts Bluff County Housing Authority will prosecute for misrepresentation.

#### **11.5 COOPERATING WITH WELFARE AGENCIES**

SBHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to SBHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **11.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES**

SBHA will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. SBHA will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify SBHA that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within SBHA's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

## **12.0 VERIFICATION**

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

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include originals 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 the following five verification methods acceptable to HUD, in the order of preference indicated:

## **1. Enterprise Income Verification (EIV)**

EIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current EIV resources include the following:

- a. EIV – Enterprise Income Verification system through HUD**
- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

SBHA will use additional EIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that EIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters EIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until SBHA has independently verified the EIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include SBHA requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information SBHA derives from the EIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## **2. Third –Party Written Verifications**

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. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Enterprise Income Verifications.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms of verification are not obtainable, then the file shall be documented as to why third party verification was not used.

**3. Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person by mail or fax or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

SBHA will allow 3-5 calendar days for the return of third party oral verifications prior to continuing on to the next type of verification.

**4. Review of Documents**

When EIV, written and oral third party verifications are not available within the 14 calendar days and 3-5 calendar days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

**5. Self-Certification and Self-Declaration**

When EIV, written and oral third party verifications are not available within the 14 calendar days and 3-5 calendar days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

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 any verification method other than Enterprise Income Verification is utilized, SBHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

**12.2 TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Adult Status of the Head of Household		Identification card issued by a government agency, or a birth certificate.
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 and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
		words Medicare Rx on it.
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 held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole 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



Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. SBHA will make a copy of the individual's INS documentation and place the copy in the file. SBHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, SBHA will mail information to the INS in order that a manual check can be made of INS records.

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

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

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

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

If SBHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

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

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

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. SBHA will not require any individual who does not have a Social Security number to obtain a Social Security number.

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

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) calendar days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### **12.5 TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) calendar 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 all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

#### **12.6 FREQUENCY OF OBTAINING VERIFICATION**

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. 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 citizenship/eligible non-citizen status will be verified.

For each family member of the household issued a Social Security number, 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.

#### **12.7 SPECIAL VERIFICATION FOR ADULT STUDENTS**

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. SBHA shall verify using normal third party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, SBHA shall determine if any of the scholarship is available for housing costs.

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **13.1 FAMILY CHOICE**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. Their family composition must still be reviewed annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, SBHA will provide them with the following information whenever they have to make rent decisions:
  - 1. SBHA's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, SBHA will provide the amount of income-based rent for the subsequent year only the year SBHA conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **13.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those 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 those 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 this provision is the amount resulting from one application of the percentage; or

- D. The minimum rent of **\$50**.

### **13.3 MINIMUM RENT**

SBHA has set the minimum rent at \$50. If the family requests a hardship exemption, however, SBHA will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - 2. When the family would be evicted because it is unable to pay the minimum rent;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - 4. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

### **13.4 THE FLAT RENT**

SBHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. SBHA determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 15.3). Flat Rents are determined in accordance with Rent Reasonableness surveys completed by the Housing Choice Voucher and Public Housing Program.

SBHA will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent because SBHA has already factored who pays for the utilities into the flat rent calculation..

### **13.5 CEILING RENT**

SBHA does not have ceiling rents as of October, 1999.

### **13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for SBHA. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.7 UTILITY ALLOWANCE**

SBHA shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, SBHA will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's income-based rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to SBHA. SBHA will pay the utility allowance directly to the utility companies as long as you notify the family of the amount paid to the utility supplier.

For SBHA paid utilities, SBHA will monitor the utility consumption of each household. Any consumption in excess of the allowance established by SBHA will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact SBHA for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

### **13.8 RENT COLLECTION POLICY**

- A. Due Date: Rents are due and payable on or before the first day of the month. All rents should be paid at 89A Woodley Park Road, Gering, NE 69341 (Terrytown location if in person). Reasonable Accommodations for this requirement will be made for persons with disabilities. Rents may be mailed in the form of money orders, cashier's checks and personal checks to 89A Woodley Park Road, Gering, NE 69341. Residents can elect to pay their rent by ACH withdrawal by completing a form with Public Housing Manager.
- B. Notice of Lease Termination. If the rent is not received at the SBHA office by the fifth business day of the month, a Notice Lease Termination and to Vacate will be issued to the tenant.
- C. Late Notice Fees: SBHA will assess the tenant a \$25 late fee for serving a Notice of Lease Termination and to Vacate Notice for delinquent rent.

- D. Non-Sufficient Funds. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25 for bank charges and/or processing costs. SBHA will allow one NSF check before putting the tenant account on a money order, cashier's check or cash only basis for six month. On the second offense, SBHA will place the account on a money order, cashier's check or cash only basis. On the third offense, SBHA will place the account on a money order, cashier's check or cash only basis for the remaining tenancy.
- E. Legal Proceedings. If SBHA does not receive the rental payment within the required number of days specified in the Notice, the tenant has not vacated the premises, and the time period for a hearing has expired, SBHA will initiate legal proceedings to recover possession of the dwelling unit.
- F. Waiver/Repayment Agreement. SBHA may waive the Lease Termination procedure in hardship cases if the tenant immediately contacts the office to explain the reasons for late payment. If this proves acceptable, SBHA will execute a written repayment agreement with the tenant stipulating the payment date. However, SBHA will not waive NSF check charges.

## **14.0 COMMUNITY SERVICE**

### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

### **14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity as defined in section 407(d) of the Social Security Act, specified below. Families will be considered engaged in a work activity if they are working a minimum of 20 hours per week.
  - 1. Unsubsidized employment;

2. Subsidized private-sector employment;
  3. Subsidized public-sector employment;
  4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  5. On-the-job-training;
  6. Job-search and job-readiness assistance;
  7. Community service programs;
  8. Vocational educational training (not to exceed 12 months with respect to any individual);
  9. Job-skills training directly related to employment;
  10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
  12. The provision of childcare services to an individual who is participating in a community service program.
- E. Family members who are or would be exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

### ***14.3 NOTIFICATION OF THE REQUIREMENT***

SBHA shall identify all adult family members who are apparently not exempt from the community service requirement. Families are notified of the requirement during lease up in public housing and determined exempt or non-exempt at that time.

SBHA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. SBHA shall verify such claims.

The notification will advise families that their community service obligation begins at move-in and the obligation will be reviewed on the date of their first annual re-examination for continued occupancy. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

Community Service Requirements – at least 8 hours of community service must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant it. SBHA will make the determination of whether to permit a deviation from the schedule.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

SBHA will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, SBHA may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

Activities must be performed within the community and not outside SBHA's jurisdictional area. Political activity is not considered an eligible community service activity.

#### **14.5 THE PROCESS**

Upon admission or at the first annual reexamination and each annual reexamination thereafter, SBHA will do the following:

- A. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

- B. Family members are required to turn in their community service hours on a monthly basis to the SBHA office. Staff will track the family member's progress monthly and will contact the family member as needed to best encourage compliance. Letters are sent monthly to the community service families.
- C. At least thirty (30) calendar days before the family's next lease anniversary date, staff will advise SBHA whether each applicable adult family member is in compliance with the community service requirement.

**14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

SBHA will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

**14.7 OPPORTUNITY FOR CURE**

SBHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, SBHA shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

**14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, SBHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.

## **15.0 RECERTIFICATIONS**

At least annually, SBHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **15.1 GENERAL**

SBHA will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and notification of days to come in and update paperwork for their annual. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter tells families who may need to make alternate arrangements due to disability that they may contact staff to make reasonable accommodation for their needs.

During the re-exam, SBHA will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter stresses the importance of completion of the annual re-exam and a notification of termination of occupancy if they fail to respond. The letter will also advise that failure by the family to attend the second scheduled interview will result in SBHA taking eviction actions against the family.

### **15.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount or their rent based on the income amount. Staff will check for changes in family composition at that time.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which SBHA expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, SBHA will offer at reexamination a form to the family offering the choice between a flat rent or an income rent. The opportunity to select the flat rent is available only at this time. An appointment would need to be scheduled if the family wished assistance in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with SBHA, they may make the selection on the form and return the form to SBHA. In such case, SBHA will solely verify the family size and whether it is in an appropriate size unit.

#### **15.4 THE INCOME METHOD**

During the interview, the family will provide all information regarding income, assets, deductions (eligible 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, SBHA will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The minimum rent of \$50.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat Rent and given their choice of which rent to pay.

#### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

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

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives

a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

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

## **15.6 INTERIM REEXAMINATIONS**

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

Families will not be required to report any increase in income of less than \$500 or decrease in allowable expenses between annual reexaminations.

Families are required to report the following changes to SBHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) calendar days of their occurrence.

- 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.

In order to add a household member other than through birth, adoption, or court-awarded custody, 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. SBHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide as a reasonable accommodation. In addition, before approval of the live-in-aide, the individual (live-in-aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in-aide will go through the screening process similar to the process for applicants. SBHA will determine the eligibility of the live-in-aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in-aide be added to the lease or be considered the last remaining member of a tenant family.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, SBHA will take timely action to process the interim reexamination and recalculate the tenant's rent.

### **15.7 SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, SBHA may schedule special reexaminations every two months until the income stabilizes and an annual income can be determined.

### **15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

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

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

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

### **15.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT**

If SBHA makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of 12 months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

## **16.0 UNIT TRANSFERS**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.

- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting SBHA's deconcentration goal, if appropriate.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

**16.2 CATEGORIES OF TRANSFERS**

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible feature to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain SBHA occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by SBHA when a transfer is the only or best way of solving a serious problem.

**16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

**16.4 ELIGIBILITY REQUIREMENTS FOR TRANSFERS**

- A. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year whichever is less;
- B. The family is current in the payment of all charges owed to SBHA and has not paid late rent for at least one year;
- C. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;

- D. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff;

### **16.5 PROCESSING TRANSFERS**

Transfer Charge: \$35 The tenant must pay the transfer charge in advance. The tenant is responsible for paying a separate damage deposit on the new unit. Any damages in the old unit not covered by the deposit must be paid no later than 30 days from the move out. If a transfer is approved as a reasonable accommodation, the transfer fee shall be waived.

Transfers on the waiting list will be sorted by the date and time of request.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) business days of being informed the unit is ready to rent. The family will be allowed five (5) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects any unit offered, they will be removed from the transfer waiting list.
- B. If the transfer is being made at the request of SBHA and the family rejects two offers, SBHA will terminate tenancy. If the reason for the transfer is that the current unit is too small to meet SBHA's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per sleeping room.

### **16.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by SBHA in the following circumstances:

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities; or
- B. When action or inaction by SBHA has caused the unit to be unsafe or inhabitable.
- C. SBHA will pay for the cost of a transfer between units when the transfer is necessary as a reasonable accommodation for a resident with a disability. Reasonable costs of transfers may include the cost of packing, moving, and unloading, the cost of disconnecting and reconnecting any existing resident-paid services such as telephone and cable television.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### **16.7 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with SBHA. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### **16.8 TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, SBHA may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. SBHA will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

SBHA will grant or deny the transfer request within ten (10) business days of receiving the request or holding the meeting, whichever is later. Preference will be given for families on the waiting list according to date and time of transfer request.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

#### **16.9 RIGHT OF SBHA IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **17.0 INSPECTIONS**

An authorized representative of SBHA and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in SBHA file and a copy given to the family member. An authorized SBHA representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any SBHA damages to the unit. We encourage residents accompany staff and to sign the move-out inspection form.

### **17.1 MOVE-IN INSPECTIONS**

SBHA and an adult member of the family will inspect the unit after the lease is signed as part of the lease up process. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file. All lease up must be started before 2 P.M.

### **17.2 ANNUAL INSPECTIONS**

SBHA will inspect each public housing unit annually to ensure that each unit meets SBHA's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### **17.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### **17.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by SBHA.

### **17.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, SBHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

Special Housekeeping inspections deemed necessary by housing management staff due to the unsanitary condition of the unit will be conducted and a fee assessed to the resident for each original and additional inspection at the rate of \$25 per unit until the unit is maintained in a manner to meet Housing Authority housekeeping standards to reduce health and safety risks and as preventive property maintenance and preservation.

## **17.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, SBHA will give the tenant at least 2 day written notice.

## **17.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of SBHA has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

## **17.8 PRE-MOVE-OUT INSPECTIONS**

When a tenant gives notice that they intend to move, SBHA will offer to schedule a pre-move-out inspection with the family at the families request. The inspection allows SBHA to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling SBHA to ready units more quickly for the future occupants.

## **17.9 MOVE-OUT INSPECTIONS**

SBHA conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit. All move out must be done before 2 P.M.

## **18.0 PET POLICY**

### **18.1 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Assistive animals may include assistance animals, service animals, companion animals, support animals, therapy animals and other similar terms.

### **18.2 PETS IN PUBLIC HOUSING**

SBHA allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold SBHA harmless from any claims caused by an action or inaction of the pet.

### **18.3 APPROVAL**

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed along with a picture of the pet before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

### **18.4 TYPES AND NUMBER OF PETS**

SBHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, or, fish in bowls/aquariums be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered. A licensed veterinarian must verify this fact.

Only one pet per unit will be allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed 20 lbs at full adult size.

### **18.5 INOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with SBHA to attest to the inoculations.

### **18.6 PET DEPOSIT**

A pet deposit of **\$250** is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear as determined by a special inspection. A separate deposit is required for the pet.

### **18.7 FINANCIAL OBLIGATION OF RESIDENTS**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and SBHA reserves the right to exterminate and charge the resident.

**18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY**

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or SBHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

**18.9 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain areas in our development(s)/building(s). This shall be implemented based on demand for this service.

**18.10 MISCELLANEOUS RULES**

Pets may not be left unattended in a dwelling unit for over 9 hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs/cats must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner. Litter boxes must be cleaned daily.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

### ***18.11 VISITING PETS***

Pet visitation is strictly forbidden at SBHA. There is no pet babysitting allowed on the SBHA premises.

### ***18.12 REMOVAL OF PETS***

SBHA, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, SBHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be by the responsibility of the pet owner.

## **COMPANION ANIMALS**

Must abide by all the application and rules noted in the pet policies with the exception of no security deposit and may be present with the owner as needed in the office or common areas. A picture of the companion animal must accompany the application along with proof of vaccinations, rabies, etc.

## **19.0 REPAYMENT AGREEMENTS**

When a resident owes SBHA back charges and is unable to pay the balance by the due date, the resident may request that SBHA allow them to enter into a Repayment Agreement. SBHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed four – six (4-6) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures. Any payments will be applied first to charges and then to rent.

## **20.0 TERMINATION**

### **20.1 TERMINATION BY TENANT**

The tenant may terminate the lease at any time upon submitting a 14-day written notice. If the tenant vacates prior to the end of the fourteen (14) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### **20.2 TERMINATION BY THE HOUSING AUTHORITY**

Twelve months after SBHA has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

SBHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture of methamphetamine on the premises of SBHA or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;

- L. Permitting persons not on the lease to reside in the unit more than three (3) calendar days per year without the prior written approval of the Housing Authority; Resident guests who live within 50 miles of the tenant are not permitted to stay overnight without Housing Authority written approval.
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;
- N. Alcohol abuse that SBHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Failure to perform required community service or be exempted there from;
- P. SBHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- Q. Determination that a household member is illegally using a drug or when SBHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- R. Criminal activity as shown by a criminal record. In such cases SBHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before SBHA grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial; and
- S. Other good cause.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, SBHA will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, SBHA will require a leaseholder to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for an action or failure to act that warrants the termination.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, SBHA may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, SBHA may require the leaseholder to submit evidence of one of the above 3 statements.

### **20.3 ABANDONMENT:**

SBHA will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, an SBHA representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If SBHA does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than \$250, SBHA will mail a notice of the sale or disposition to the resident and then wait 14 calendar days. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until **14** calendar days after SBHA mails the notice of abandonment.

If the estimated value of the property is more than \$250, SBHA will mail a notice of the sale or disposition to the resident and then wait **14** calendar days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to SBHA such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known SBHA will mail it to the family. If the family's address is not known, SBHA will keep it for the resident for one year. If it is not claimed within that time, it belongs to SBHA.

Within 14 calendar days of learning of abandonment, SBHA will either return the deposit or provide a statement of why the deposit is being kept.

### **20.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, SBHA will return the security deposit within 14 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear

and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

SBHA will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 14 calendar days.

## **21.0 SUPPORT FOR OUR ARMED FORCES**

Major and important components of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. SBHA is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, SBHA wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, SBHA will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

## **22.0 ANTI-FRAUD POLICY**

SBHA is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading SBHA. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. SBHA shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, SBHA shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as SBHA deems appropriate.

## GLOSSARY

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

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**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 and disabled families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

**Business Days:** Days the housing authority is open for business.

**Ceiling Rent:** Maximum rent allowed for some units in public housing developments under the income method of calculating rent.

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

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Childcare 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 childcare. 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. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Community service:** The performance of 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. Community service is not employment and may not include political activities.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

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

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

**Drug:** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-Related Criminal Activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly/Disabled Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:**

- (1). A single person, who may be an elderly person, disable person, displaced person, near elderly person, or any other single person; or
- (2). A group of persons residing together, and such group includes, but is not limited to: (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); (b) An elderly family; (c) A near elderly family; (d) a disable family; (e) a displaced family; and (f) the remaining member of a tenant family.

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Fraud:** Fraud and abuse is a single act or pattern of actions that constitutes false statements, omissions, or concealment of a substantive facts, made with intent to deceive or mislead and results in payment of program funds in violation of program requirements.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Gender Identity: Actual or perceived gender-related characteristics.**

**Guest:** 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. Guests may stay with residents for 3 days without SBHA approval. Tenants wishing to have guest stay longer than 3 days, must have prior approval from SBHA.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

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

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Income Method:** A means of calculating a family's rent based on the greater of 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

A live-in aide is listed on the lease and HUD reporting as a caregiver who agrees to follow SBHA rules and acknowledges no right of tenancy.

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income

ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value

if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

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

**Other person under the tenant's control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is 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. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Participant:** A family or individual that is assisted by the public housing program.

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, 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 the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Premises:** for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Previously unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Sexual Orientation: Homosexuality, heterosexuality, or bisexuality.**

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

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds 45 calendar days, the Housing Authority must agree to the absence.

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual

housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Definitions as used in VAWA:**

**Domestic Violence** - includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction;

**Dating Violence** - includes violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim: and where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship, (2) the type of relationship, (3) the frequency of interaction between the person involved in the relationship;

**Stalking** – is defined as: (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate, (2) to place under surveillance with the intent to kill, injure, harass, or intimidate another person, (3) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (a) that person, (b) a member of the immediate family of that person, or (c) the spouse or intimate partner of that person;

**Immediate family** – immediate family member – with respect to a person, is a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent, or any other person living in the household of that person and related to that person by blood and marriage.

If the abuser returns to the family without approval of the Housing Authority, the Housing Authority will deny or terminate assistance for breach of the certification.

If the family requests it, SBHA will try to ensure that the new location of the family is concealed.

**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.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;

- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits 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.

**Written notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

**HOUSING AUTHORITY  
OF THE COUNTY OF SCOTTS BLUFF, NE**

**SECTION 8 ADMINISTRATIVE PLAN**

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**ADDENDUM.....VOUCHER HOME OWNERSHIP PLAN  
SECTION 8 ADMINISTRATIVE PLAN**

This Administrative Plan addresses local discretionary program functions in the Section 8 Scotts Bluff Housing Assistance Payments Program. All other operational procedures will be developed and implemented according to Federal regulations found at 24CFR and other appropriate HUD Handbooks. In the event HUD regulations change the Section 8 programs governed by this document, those HUD changes will take precedence over provisions of this plan.

## **1.0 EQUAL OPPORTUNITY**

### **1.1 FAIR HOUSING**

It is the policy of the Scotts Bluff 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 Scotts Bluff Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Scotts Bluff 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 Scotts Bluff Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Scotts Bluff Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Scotts Bluff 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 Scotts Bluff 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 Scotts Bluff Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Scotts Bluff Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

### **1.3 COMMUNICATION**

Anyone requesting reasonable accommodation in the application, interim and annuals process will be accommodated.

### **1.4 GRANTING THE ACCOMMODATION**

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/HEARING IMPAIRED APPLICANTS AND PARTICIPANTS**

The Scotts Bluff Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. Also hearing impaired families are entitled to have a Sign Language interpreter at the Scotts Bluff Housing Authority's expense. The family must notify the SBHA 5 calendar days ahead of the date needed so that arrangements may be made to have an interpreter present with the family.

## **1.6 FAMILY/OWNER OUTREACH**

The Scotts Bluff 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 Scotts Bluff 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 Scotts Bluff Housing Authority will also try to utilize public service announcements.

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

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Scotts Bluff Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Scotts Bluff Housing Authority staff.

The Scotts Bluff 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 annually 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 Scotts Bluff Housing Authority will furnish in each of its offices 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 Scotts Bluff Housing Authority offices, office hours, telephone 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 SCOTTS BLUFF HOUSING AUTHORITY/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY**

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

### **2.1 SCOTTS BLUFF HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Scotts Bluff Housing Authority will comply with the consolidated ACC, cooperation agreements with other HA'S and government entities. HUD regulations and other requirements, and the Scotts Bluff Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Scotts Bluff Housing Authority must:
  - 1. 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 that contact the Scotts Bluff Housing Authority 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; (1) marked accessible units on the unit rental listing, (2) inform landlords of need for accessible housing and the regulations regarding landlord responsibilities to make accommodations.
  - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a Housing Choice 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
  - 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 at least annually during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust annually the Scotts Bluff Housing Authority utility allowance in accordance with HUD regulations. The SHA does not provide a utility allowance for air conditioner costs as the majority of housing units in the market place do not provide central air conditioned units or there is no appropriate wiring for tenant installed air conditioners.
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Scotts Bluff Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Scotts Bluff Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Scotts Bluff 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 (**not applicable**).

## **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. (Screening the tenant).
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with the Housing Assistance Program Contract (HAP).
  4. Preparing and furnishing to the Scotts Bluff 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. Entering into a lease and enforcing tenant obligations under the lease.
  7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. Annually the owner is responsible for notifying the Scotts Bluff Housing Authority sixty (60) calendar days prior to any rent increase if he/she wants increase. Project Based Vouchers require a 120 day prior notice.

## **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 Scotts Bluff 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 Scotts Bluff Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family  
The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing Scotts Bluff Housing Authority Inspection  
The family must allow the Scotts Bluff Housing Authority to inspect the unit at reasonable times and after at least 2 calendar days 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 Scotts Bluff Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner. The family must give the proper 30 day written notice to their landlord and the SBHA.
- F. Owner Eviction Notice  
The family must promptly give the Scotts Bluff 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 Scotts Bluff Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Scotts Bluff Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Scotts Bluff Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section). Any person/s who is not named on the lease can not live or stay with the participant one or more nights per week on a repetitive basis. Out of town company may stay up to two weeks.
  3. The family must promptly notify the Scotts Bluff Housing Authority if any family member no longer resides in the unit.
  4. If the Scotts Bluff Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Scotts Bluff 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 Scotts Bluff 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 the lease, zoning requirements and the affected household member must obtain all appropriate licenses.
  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 Scotts Bluff Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Scotts Bluff Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Scotts Bluff Housing Authority for this purpose. The family must promptly notify the Scotts Bluff 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 calendar days. The family must request permission from the Scotts Bluff Housing Authority for absences exceeding 30 calendar days. The Scotts Bluff Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 consecutive calendar days in any circumstance or for any reason. Any family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization or confinement to a nursing facility
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 Scotts Bluff Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit. (Except for people using a Housing Choice Voucher to purchase a home).

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 program.

K. Crime by Family Members

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

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.

M. Alcohol and/or Drug Abuse by Household Members

The members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety or right to peaceful enjoyment of other residents and /or persons residing in the immediate vicinity of the premises.

## **3.0 ELIGIBILITY FOR ADMISSION**

### **3.1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8. The applicant must qualify as a family, as defined by HUD, have an income at or below HUD-specified income limits, meet citizenship/eligible immigrant criteria, provide documentation of required Social Security information for all family members, sign consent authorization forms, and meet eligibility requirements for college students, if applicable. In addition to the eligibility criteria, families must also meet the Scotts Bluff Housing Authority screening criteria in order to be admitted to the Section 8 Program. If the family does not meet these requirements it is a HUD mandatory denial.

### **3.2 ELIGIBILITY CRITERIA**

- A. Family includes, but is not limited to, the following, regardless of marital status, actual or perceived sexual orientation, or gender identity, the following:
- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
  - (2) A group of persons residing together, and such group includes, but is not limited to:
    - (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - (b) An elderly family;
    - (c) A near-elderly family;
    - (d) A disabled family;
    - (e) A displaced family; and
    - (f) The remaining member of a tenant family.

B. 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. An extremely low-income family;
  - b. A very 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;
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.
4. Families who are moving into the Scotts Bluff 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 Scotts Bluff 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 Scotts Bluff Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Scotts Bluff Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a Housing Choice Voucher at least one 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

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5 (E) for calculating rents under the non-citizen rule).

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security Number or certify that they do not have one. Adults must certify for minors. Citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA should make such declaration in writing and under penalties of perjury to the SBHA.

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 Scotts Bluff 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 Scotts Bluff Housing Authority to verify with previous or current employers or other sources of 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. Eligibility requirements for college students. Restrictions apply to certain students (both part- and full-time) who are enrolled in institutions of higher education and are applying for or receiving assistance under Section 8 of the U.S. Housing Act of 1937. The new law is limited to students who are seeking assistance on their own, separately from their parents.

The restriction of Section 8 assistance only applies to individuals who:

1. Are enrolled at an institution of higher education;
2. Are under the age of 24;
3. Are not veterans;
4. Are not married; and
5. Do not have a dependent child

Students meeting these criteria and are not independent from his/her parents are subject to a two-part income eligibility test. Both the student and the student's parents (the parents individually or jointly) must be income eligible in order for the student to be eligible to receive section 8 assistance. If the student's parents are married and living together, the SBHA will obtain a joint declaration and certification of income from the parents. If the student's parent is widowed or single the SBHA will obtain a declaration and certification of income from that parent. If the student's parents are divorced or separated, the SBHA will obtain a declaration and certification of income from each parent. If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, the SBHA will obtain from the student a certification under penalty of perjury describing the circumstances and stating that the student has not received assistance from the other parent. The SBHA will also obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

If a student meeting these criteria is determined to independent (independent student) from his/her parents, the SBHA will not need to consider the income of the student's parents in determining the student's eligibility. The SBHA will follow the basis HUD provides by which a student can demonstrate the absence of, or independence from, parents. The HUD basis is as follows:

1. The individual is of legal contract age under state law.
2. The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student.
3. The individual was not claimed as a dependent by his/her parents pursuant the IRS regulations, as demonstrated on the parents' most recent tax forms.
4. The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

Supportive documentation used to determine student eligibility and income ( including parents) will include, but is not limited to: IRS tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, TANF award letter, SSA award letter, and other official and authentic documents from a federal, state, or local agency.

G. Suitability for tenancy

The Scotts Bluff Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Scotts Bluff 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.

The Scotts Bluff 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 or any individual that is required to register for any length of time.

Additional screening is the responsibility of the owner.

Drug related and criminal activity. An applicant or participant will be denied housing assistance if any member of the family is a person who has engaged in violent criminal activity, or because of drug-related criminal activity, or alcohol abuse when the abuse leads to behavior that threatens the health, safety or peaceful enjoyment of the premises. The Scotts Bluff Housing Authority will exercise "Zero Tolerance" policy with respect to violations regarding criminal activity.

The SBHA will ensure that an otherwise qualified applicant will not be denied assistance on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. The same procedures for applicants will apply as for participants of the Housing Choice Voucher program. ( See Section 15.1 of this plan – Violence against Women Reauthorization Act of 2005).

In either case, applicants and participants will be denied access to the waiting list for three years after completion of their sentence or date of disposition unless the family member can demonstrate they do not have an addiction to a controlled substance, has a record of such or is regarded as having such an impairment; and has recovered from such addiction and does not currently use or possess controlled substances. The Scotts Bluff Housing Authority will request evidence of successful client completion of treatment programs or active participation in a program to achieve a successful completion as a condition to being allowed to reside in the unit.

## **4.0 MANAGING THE WAITING LIST**

### **4.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

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

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

### **4.2 TAKING APPLICATIONS**

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted at Scotts Bluff Housing Authority office.

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

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

Applications may be made in person at the **Scotts Bluff Housing Authority** on Tuesday through Thursday 8:30am to 3:00pm. Applications may be mailed to interested families outside of Scotts Bluff County

The completed application will be dated and time stamped upon its return to the Scotts Bluff Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Scotts Bluff Housing Authority to make special arrangements to complete their application. (The Nebraska Relay System telephone number is 1-800-833-7352)

The application process will involve the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled.

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

An applicant is encouraged to report changes in their applicant status including changes in family composition, income, or preference factors. The Scotts Bluff Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family.

The full application takes place when the family submits the pre-application. The Scotts Bluff Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

### **4.3 ORGANIZATION OF THE WAITING LIST**

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

- A. Disabled and elderly families will be given preference on the waiting list. Verification of disability will need to be verified by a knowledgeable professional source that this person/family meets this criteria, using the exact wording in the HUD definitions. PHA may not require a statement or verification from a knowledgeable professional when adequate verification is available from other sources. (ex: Social Security Disability, AABD, VA).
- B. All other applications will be maintained in order of date and time of application;
- C. The PHA must consider income targeting requirement when selecting families from the waiting list. Income targeting requirement dictate that at least 75% of families admitted to the tenant based voucher program during the PHA fiscal year from the PHA waiting list must be extremely low-income families. (CFR 982.201(b) (2) (i).
- D. Any significant contact between the Scotts Bluff Housing Authority and the applicant will be documented in the applicant file.

All files (applicant or participant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a Housing Choice Voucher or the removal of a person from the waiting list, whichever is later.

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

### **4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family applies the verification process has started and is completed prior to Housing.

All Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms has been signed, as the waiting list appears to be within 2 months of being offered assistance.

### **4.5 MISSED APPOINTMENTS**

The Scotts Bluff Housing Authority makes a scheduled briefing appointment and one make-up briefing by date and time. If the applicant fails to attend the scheduled briefing, their application will be terminated and they will need to reapply if they are in need of rental assistance.

When a good cause exists, the Scotts Bluff Housing Authority will work closely with the family to find a more suitable time.

#### **4.6 PURGING THE WAITING LIST**

The Scotts Bluff Housing Authority will update and purge its waiting list as needed 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.

The purge shall consist of the Scotts Bluff Housing Authority mailing a form to be completed by the person on the waiting list and returned to the Scotts Bluff Housing Authority in writing within 7 calendar days. If our mailing is returned as undeliverable or if no response is received from the applicant within the 7 day calendar time frame, the applicant shall be removed from the waiting list. If the envelope is returned with a forwarding address on it, the Scotts Bluff Housing Authority shall mail the form to the new address, with a new deadline for response.

#### **4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Scotts Bluff 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;
- C. The applicant does not meet either the eligibility or screening criteria for the program.
- D. The applicant has been issued a Housing Choice Voucher.

The reason for all removals from the waiting list shall be carefully documented in the applicant's file and retained for three years from the date the file is closed.

#### **4.8 GROUNDS FOR DENIAL**

The Scotts Bluff Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria.
- B. Do not supply information or documentation required by the application process.
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program.
- D. Fail to complete any aspect of the application or lease-up process.
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there will be denied for five (5) years for fraud. If money is owed the applicant will be denied until paid in full.
- H. Have a family member who was evicted from federally assisted housing within the last five (5) years for fraud.
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance.

- J. Have a family member who is currently 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 Scotts Bluff Housing Authority may waive this requirement if:
  1. The person demonstrates to the Scotts Bluff 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 Scotts Bluff Housing staff or residents.
- L. Have a family member who has ever been convicted of a drug related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. Denial is immediate and permanent.
- M. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program (Denied for life). (CFR24 5.856, 5.905)

## **4.9 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Scotts Bluff Housing Authority, in writing, that they have (14) calendar days, from the date of the written correspondence, to request an informal review in writing. 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 Scotts Bluff 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 Scotts Bluff Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Scotts Bluff Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability.

## **4.10 INFORMAL REVIEW**

If the Scotts Bluff Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Scotts Bluff 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 14 calendar days of the denial. The Scotts Bluff 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**

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

If HUD awards funding that are targeted for families with specific characteristics or families living in specific units, the Scotts Bluff Housing Authority will use the assistance for those families.

### **5.2 PREFERENCES**

The Scotts Bluff Housing Authority will select families based on the following preferences.

Disabled and elderly families will be given first preference on the Waiting List. Working families will be given second preference on the Waiting List.

### 5.3 SELECTION FROM THE WAITING LIST

Disabled and elderly families will be given first preference. Working families will be given second preference. After that date and time of application will be utilized to determine the sequence of the waiting list.

Notwithstanding 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 Scotts Bluff 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 SUBSIDY STANDARDS

The Scotts Bluff Housing Authority will determine the appropriate number of bedrooms needed for families of different sizes and compositions. This is determined when the family is selected for participation in the program.

Subsidy standards must provide the smallest number of bedrooms needed to house a family without overcrowding. These standards are based on the assumption that each bedroom/living room will accommodate no more than two (2) persons.

Scotts Bluff Housing Authority will issue **family unit** sizes so as not to require use of the living room for sleeping purpose. It is the tenant's choice to do so.

The following requirements also apply when determining family unit size.

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, other than children age 5 and under, may not be required to occupy the same bedroom or living/sleeping room.
- C. Persons of different generations will not be required to share a bedroom.
- D. A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- E. Children whose custody is being obtained, or are currently in over 50% of the time in a custody decree/order/notarized agreement with the family will be considered in the unit size.
- F. Children who are temporarily away at school or temporarily in foster-care will be considered when determining unit size.
- G. Foster adults and children will not be required to share a bedroom with family members. (Different generations will have separate bedrooms).
- E. A live-in aide must reside with a family for the family units size to be adjusted in accordance with the subsidy standards of the SBHA. (PIH Notice 2008-20, CFR 982.402(b)(7) The family's residence must be the live-in aides only place of residence. Therefore, regardless of whether these caregivers spend the night, an additional bedroom will not be approved.

In determining family unit size for a particular family, the SBHA may grant an exception to its established subsidy standards if the SBHA determines that the exception is justified by age, sex, health, handicap, or relationship of family members or other personal circumstances. The family must request a larger size unit than the guidelines allow, but will be requested by the SBHA to provide the needed documentation to determine why a larger unit size is required.

The family unit size will be determined by the Scotts Bluff 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 Scotts Bluff Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a Housing Choice Voucher an adult member of 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 the scheduled briefing 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 create 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. Families are eligible and encouraged to bring their own interpreters.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families ;
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a security deposit from it's own funds.
- H. A description of the Home Ownership program.

## **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 Housing Choice Voucher will be sixty (60) days. An additional sixty (60) days may be given depending on the funding available at that time. The Scotts Bluff Housing Authority does not do tolling.
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family; (work sheets will be provided)
- C. Information on the payment standard and the utility allowance schedule; (work sheets will be provided)
- D. How the Housing Authority determines the maximum rent for an assisted unit; (work sheets will be provided)
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses.
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Scotts Bluff Housing Authority who may be willing to lease a unit to the family or help the family find a unit; including owners with properties located outside areas of poverty or minority concentration;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Scotts Bluff Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Scotts Bluff Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

- R. The Scotts Bluff Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

### **6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY**

Once all family information has been verified, their eligibility determined, their subsidy calculated, the family will be notified to attend a briefing at the Scotts Bluff Housing Authority office. At least one adult family member must attend the briefing. When the family or adult family member attends the briefing they will be issued the voucher at the end of the briefing. 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 terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the Housing Choice 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 calendar days after the receipt of inspection request from the family and owner. 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.

The SBHA may stop issuing turnover vouchers or pull back outstanding vouchers for applicants searching for housing (that have not yet resulted in an executed HAP contract due to insufficient funding). A notice of such action will be mailed immediately to the given address.

### **6.4 TERM OF THE HOUSING CHOICE VOUCHER**

The initial term of the voucher will be 60 calendar 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 not exceed 120 calendar days from the initial date of issuance.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority may grant an extension allowing the family the full 120 calendar days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will grant an additional search time.

If the family's voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher program and start over again at the bottom of the waiting list. If the waiting list is closed, they must wait until the Scotts Bluff Housing Authority is once again accepting applicants for the Section 8 program. They will be treated exactly like all other new applicants for the program.

### **6.5 APPROVAL TO LEASE A UNIT**

The Scotts Bluff 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 required HUD 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 if the gross rent exceeds the applicable payment standard;
- 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.
- H. The owner certifies that he or she is not in a conflict of interest situation with the resident.

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

The initial term of the lease will be for one year. After the first year the lease and contract renew automatically month by month. The initial 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 if the gross rent exceeds the applicable payment standard;
- C. The landlord and resident 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 SCOTTS BLUFF HOUSING AUTHORITY DISAPPROVAL OF OWNER**

The Housing Authority will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). 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 residents, Scotts Bluff Housing Authority employees or owner employees; or
  - 2. residences by neighbors;
- H. Other conflicts of interest under Federal, State, or local law.
- I. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher unless the Scotts Bluff Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- J. The Scotts Bluff Housing Authority has been informed by HUD that the federal Government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

## **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 home, 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 (Scotts Bluff Housing Authority does not provide assistance for manufactured mobile home space).
- 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 Scotts Bluff 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 Scotts Bluff Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Project based Section 8 Housing Choice Vouchers available at Valacia Apartments.
- E. Studio Apartments

## **6.8 SECURITY DEPOSIT**

The security deposit may not exceed one months rent. The owner may collect a security deposit from the family 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 residents in the same complex.

When the family 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 participant, damages to the unit or for other amounts the family owes under the lease.

The owner must give the family 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 resident in compliance with State Law.

If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family.

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial lease 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 Scotts Bluff Housing Authority will issue the family a new Housing Choice Voucher if the family does not owe the Scotts Bluff Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a Housing Choice Voucher within the last 12 months, and if the Scotts Bluff 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. The SBHA will allow one move in a 12-month period. The SBHA may, under extraordinary circumstances, allow more than one move in the 12-month period to provide a special accommodation.

## **7.1 WHEN A FAMILY MAY MOVE**

For families already participating in the Housing Choice Voucher Program, the Scotts Bluff 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 family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the participant; or
- C. The family has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner).

### **7.1.1 DENYING FAMILY REQUESTS TO MOVE DUE TO INSUFFICIENT FUNDING**

A PHA may only deny a request to move to a higher cost unit within the PHA's jurisdiction in accordance with 24 CFR 982.314(e)(1) if the PHA would be unable to avoid termination of housing choice voucher assistance for current participants in order to remain within its budgetary allocation (including any available HAP reserves ) for housing assistance payments.

The PHA must provide written documentation to the local HUD office when they determine it is necessary to deny moves to a higher cost unit based on insufficient funding. (required documentation for notification to local HUD included in PIH Notice 2011-3 (HA))

For moves within the initial PHA's jurisdiction, a "higher cost unit" is defined as a unit is which the PHA would have to pay a higher subsidy amount due to an increase in the gross rent for the new unit.

## **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 Scotts Bluff Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Scotts Bluff 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 family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 calendar days of 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. 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 Scotts Bluff 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 Scotts Bluff Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. The notice must be in writing and be at least 30 days in advance of the termination date. A family's failure to provide a copy of the lease termination notice to the Scotts Bluff Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

For continued assistance the owner and the family must sign a recession of the lease if still in the initial lease period.

Failure to follow the above procedures may subject the family to termination from the program.

## **8.0 PORTABILITY**

### **8.1 PORTABILITY POLICIES OF THE SCOTTS BLUFF HOUSING AUTHORITY**

One of the key features of the HCV Program is the mobility of assistance. The regulations at 24 CFR 982.353 provide that HCV participants may choose a unit that meets program requirements anywhere in the United States, provided that a PHA administering the tenant-based program has jurisdiction over the area in which the unit is located.

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the SBHA at the time the family first submits its application for participation in the program to the SBHA may be eligible for portability.

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of the Scotts Bluff Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Scotts Bluff 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 Scotts Bluff Housing Authority.

The initial PHA must deny a family's request to move if the family has moved out of its assisted unit in violation of the lease. However, HUD Notice PIH 2007-5 (VAWA 2005) amended section 8(r) of the U.S. Housing Act to provide an exception to the prohibition against a family moving under the portability provision in violation of the lease. VAWA 2005 provides that the family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the unit in accordance with the VAWA 2005 Act. The SBHA will request the HUD-approved certification for (Form-50066) in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

A PHA may only deny a portability request to move to a higher cost in accordance with 24CFR 82.314(e)(1) if the PHA would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments.

For portability moves, a "higher cost area" is defined as an area where a higher subsidy amount will be paid for a family because of higher payment standard amounts or "more generous" subsidy standards (e.g. the receiving PHA issues a 3-bedroom voucher to a family that receives a 2-bedroom voucher from the initial PHA). Before denying the family's request to move due to insufficient funding, the initial PHA must contact the receiving PHA and confirm via email or other confirmed delivery method whether the receiving PHA will administer or absorb the family's voucher. Once the receiving PHA makes the commitment to absorb the voucher, they cannot reverse their decision. If the receiving PHA is willing to absorb the family, there are no grounds to deny the portability move.

### **8.2 INCOME ELIGIBILITY**

If the family is not currently a program participant, the initial PHA must determine if the family is income eligible in the area to which the family wishes to move. If the family is not income eligible in the area to which the family wishes to move, the PHA must inform the applicant family they may not move to the area in question and receive voucher assistance. Income eligibility is not re-determined when a participant family (a family that is already under a HAP contract) exercises portability.

### **8.3 PORTABILITY-INITIAL PHA RESPONSIBILITIES (NOTICE PIH 2011-3(HA))**

When a family wishes to move under portability, the family must inform the initial PHA of the area to which the family wishes to move. The initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will bill or absorb the family's voucher. Based on the receiving

PHA's response, the initial PHA must determine whether they will approve or deny the portability request. Once the portability request is approved, the initial PHA issues the family a voucher and must contact the receiving PHA on the family's behalf. The initial PHA must promptly notify the receiving PHA to expect the incoming family. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA (e.g., the name and telephone number of the staff person responsible for working with incoming portability families and any procedures related to appointments for voucher issuance the receiving PHA has shared with the initial PHA).

Once the family is approved to move using portability, the initial PHA completes Part I of the Form HUD-52665 and mails or faxes it to the receiving PHA, along with a copy of the family's voucher issued by the initial PHA, a current copy of the HUD-50058, and copies of the income verification supporting the form.

Part I of the form provides the date by which the initial billing notice provided by the receiving PHA must be received by the initial PHA. The initial billing submission must be completed and mailed by the receiving PHA within 10 working days of the HAP contract execution but no later than 60 days following the expiration date of the family voucher issued by the initial PHA.

If the initial PHA has not received a billing notice by the deadline and intends not to accept a late billing, the initial PHA must inform the receiving PHA of this decision in writing. If the initial PHA informs the receiving PHA that it will not honor a late billing, the initial PHA is not required to honor any billing notice received after the billing deadline. If the initial PHA still subsequently receives a late billing notice on behalf of the family, it simply returns the late Form HUD-52665 to the receiving PHA, and the receiving PHA must absorb the family.

#### **8.4 PORTABILITY-RECEIVING PHA RESPONSIBILITIES AND ON-GOING RESPONSIBILITIES**

The receiving PHA must respond by email or other confirmed delivery method to the initial PHA's inquiry to determine if the family's voucher will be billed or absorbed. After receiving the Form HUD-52665 and supporting documentation from the initial PHA, the receiving PHA must promptly issue a voucher to the family for its search in the receiving PHA jurisdiction, the term of which may not expire before the expiration date of the initial PHA voucher.

A receiving PHA should not process the family if the initial PHA voucher has already expired when it receives the paperwork from the initial PHA, but should refer the family back to the initial PHA. The initial PHA would have to decide to extend the term of the initial PHA voucher (and the billing deadline) before the receiving PHA would process the portability move.

The receiving PHA does not re-determine income eligibility for a portable family that was already receiving voucher assistance and may not delay the family's housing search in issuing the voucher. Should the receiving PHA wish to conduct its own background checks and/or conduct a new income reexamination on a family that has already received housing assistance payments under the initial PHA, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit until those processes are completed. However, the PHA may take subsequent action (e.g. recalculating the HAP payment based on updated income information; terminating the family's participation in the program due to criminal background or failing to disclose necessary information) against the family based on the results.

In the case of an applicant family, the receiving PHA may delay issuing or otherwise delay approval of a unit only if the re-certification is necessary to determine income eligibility.

The receiving PHA may always delay approval of the unit or issuance of the voucher if the family refuses to comply with the receiving PHA procedures. In any case where the receiving PHA is refusing to process or provide assistance under the portability procedures, the family must be given the opportunity for an informal review or hearing in accordance with 24 CFR 982.554 or 982.555.

The receiving PHA may provide additional search time to the family beyond the expiration date of the initial PHA voucher, either when it initially issues its own voucher or by subsequently extending its own voucher's term. However, if the receiving PHA provides the family with search time beyond the expiration date of the initial PHA's voucher, it must inform the initial PHA of the extension and should bear in mind the billing deadline that is based on the expiration date of the voucher issued by the initial PHA. Unless willing and able to absorb the family, the

receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a Request for Tenancy Approval, execute a HAP contract, and cover the anticipated delivery time so that it will be received by the initial PHA by the deadline date.

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA, but instead wishes to return to the initial PHA or wishes to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extensions of search time provided by the receiving PHA voucher are only valid for the family's search in the receiving PHA jurisdiction. Any extensions of the initial PHA's voucher necessary to allow the family additional search-time to return to the initial PHA's jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA.

The receiving PHA may absorb the family into its own program once the HAP contract is executed on behalf of the family by the receiving PHA, assuming it has funding available under its ACC to do so and such a decision will not result in over-leasing for the Calendar Year. The receiving PHA may also absorb a portable family assisted through a billing arrangement by terminating the billing arrangement with the initial PHA. The receiving will need to provide adequate advance notice to the initial PHA to avoid having to return an overpayment. The receiving PHA must specify the effective date of the absorption of the family.

If the family is not placed under HAP contract in the receiving PHA jurisdiction, the receiving PHA cannot absorb the family.

The receiving PHA sends Part II of Form HUD-52665 to the initial PHA. If the receiving PHA will bill the initial PHA, the receiving PHA not only completes Part II of the Form HUD-52665, but also attaches a copy of the new Form HUD-50058 before returning it to the initial PHA. Part II of the form must be completed and mailed by the receiving PHA within 10 working days from the date a HAP contract is executed on behalf of a family but no later than 60 days following the expiration date of the family voucher issued by the initial PHA.

A receiving PHA that failed to send the initial billing within 10 working days following the date the HAP contract is executed is generally required to absorb the family into its own program unless the initial PHA is willing to accept the late submission.

The receiving PHA must send the initial PHA a copy of the updated Form HUD-50058 at each annual recertification for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount. The Form HUD-50058 should be sent to the initial PHA as soon as the family's annual reexamination is complete but no later than 10 working days following the effective date of the annual reexamination.

The receiving PHA is also required to send a new Form HUD-52665 along with the Form HUD-50058 to report any change in the bill amount, if applicable. If this form is not sent within 10 working days following the effective date of the change in the billing amount, the initial PHA is not responsible for paying any increase in the monthly billing amount incurred prior to the notification.

In the case where a family is currently under a billing arrangement subsequently decides it wants to move under portability to yet another jurisdiction, the receiving PHA does not issue the family a voucher. The receiving PHA is to notify the initial PHA of the family request to port to another jurisdiction and the initial PHA is responsible for issuing the family's voucher and sending the Form HUD-52665 and supporting documentation to the new receiving PHA.

## **8.5 PORTABILITY-TIMING OF PAYMENTS**

The initial PHA must pay the first billing amount due within 30 calendar days of the receipt of Part II of the Form HUD-52665 and each subsequent payment must be paid no later than the fifth working day of each month.

The initial PHA may not terminate or delay making payments under existing billing arrangements as a result of over-leasing or funding shortfalls in the initial PHA's program. PHA's may only terminate HAP contracts as the result of insufficient funding in accordance with 24 CFR 982.454.

## **9.0 DETERMINATION OF FAMILY INCOME**

### **9.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME**

To determine annual income, the Scotts Bluff Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the PHA knows and verifies all sources of income, the PHA must convert reported income to an annual figure. Convert periodic wages to annual income using the following:

1. Multiply hourly wages by the number of hours worked per year (2080 hours for full-time employment with a 40 hour work week and no overtime).
2. Multiply weekly wages by 52.
3. Multiply bi-weekly wages (paid every other week) by 26.
4. Multiply semi-monthly wages (paid twice each month) by 24.
5. Multiply monthly wages by 12.

The Scotts Bluff Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment. The Scotts Bluff Housing Authority will conduct reviews every 60 days for families reporting no income.

### **9.2 INCOME**

- A. Annual income means all amounts, monetary or not, that:
  1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
  2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  3. Are not specifically excluded from annual income.
- B. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in the 24CFR 5.609:
  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. (if the income is reduced due to the fault of the tenant the amount of rent required to be paid by the family will not be decreased for 90 days). If Health and Human Services benefits resume, the family rent will be adjusted.
  2. The net income (gross income minus expenses) 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. Deductible business expenses may also include interest payments on loans and other business expenses including utility bills and supplies. This does not include expenses related to business expansion or other capital improvements. Any withdrawal of cash or assets from the operation of a business or profession must be included in income, except to the extent the withdrawal represents reimbursement of cash or assets invested in the business.
  3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness 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.
  4. The full amount of periodic amounts received from Social Security, Social Security Income (SSI), annuities, 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. Any other benefit payments (ex. veterans' disability, black lung sc benefits, dependent indemnity compensation)
  7. Welfare assistance.
    - a. Welfare assistance payments
    - b. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments
      - (1). Qualify as assistance under the (TANF) program definition at 45 CFR 260.31: and
      - (2). Are not otherwise excluded under paragraph Section 9.3 of the Plan
    - c. 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:
      - (1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities: plus
      - (2). 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.
    - d. 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.
    - e. 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.
  8. Periodic and determinable allowances, such as alimony and child support payments. The SBHA will make adjustments of child support when a family reports they are receiving less than the court awarded amount. It is the SBHA policy to adjust child support if not received for 3 consecutive months. If the family starts to receive child support the SBHA will use it when the family has received child support for 3 consecutive months. If the awarded amount is not being received, the SBHA will use the actual child support that is being received.
  9. 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.)
  10. Lottery winnings paid in periodic payments.
  11. Regular contributions or gifts include rent and utility payments made on behalf of a family and other cash and non-cash contributions provided on a regular basis. (Remember that annual income includes "all amounts, monetary or not," unless specifically excluded.)
  12. If a family is entitled to or may receive a source of income (ex: child support, ADC/TANF) and chooses not to receive that income, is not complying in order to receive the income, or is not enforcing payment of such income the SBHA will use the amount as income.
- C. Income from assets and asset income. Annual income includes amounts derived from assets to which family members have access. When assets are included in the calculation of annual income, it is the net income (actual or imputed income) derived from the assets, not the value of the assets, that is counted. There is currently no upper limit on the value of the assets that a family in the HCV program may own. The value of a family's assets may affect the family's annual income. If the total cash value of all family assets is \$5,000 or less, annual income includes the actual anticipated income from assets. If the total cash value of all family assets is more that \$5,000, annual income includes the greater of the actual anticipated income from assets or the imputed income from assets.

To arrive at the family's "final asset income" the SBHA will use the following six-step process:

1. Identifying assets – an asset is something that has monetary value, such as cash, a savings account, stock in a company, a house, or a parcel of land. If an asset is not accessible to any family member, it should not be listed as an asset. The SBHA will consider the following questions in determining whether or not an asset is accessible to a family member:
  - a. Is an asset held in a family member's name?
  - b. Is a family member's social security number associated with the asset?
  - c. Can a family member withdraw funds from or sell the asset?

- d. Does the asset and any income that it produces accrue to the benefit of a family member?
- e. Is a family member responsible for paying taxes on income generated by the asset?
- f. Does anyone else have access to the asset? (For example, an asset that is jointly owned and proportioned out.)

Assets **do** include some of the most common types such as cash, savings and checking accounts, certificates of deposit (CD's), stocks, bonds, mutual funds, and other investment accounts, life insurance policies that have a cash value, real property, personal property held as an investment (such as gems, jewelry, coin collections, and antique cars), employer pension and retirement funds, IRA's Keogh accounts, and similar retirement savings accounts, annuities and trusts.

Assets **do not** include necessary items of personal property ( furniture, clothing, vehicles), interest in Indian trust lands, the value of an owner-occupied home currently being purchased with voucher homeownership assistance( this exclusion is limited to the first 10 years after the purchase date of the home), assets that are part of an active business or farming operation. (HUD and the SBHA have clarified that rental properties are considered business assets only if real estate is a family member's main occupation. Otherwise they are considered personal property held as an investment.)

2. Determining the Market Value of Assets – The market value of an asset is its worth or what a buyer would pay if the asset were offered for sale on the open market. (For a bundle of cash, this is simply the amount of money in the bundle. For a piece of real estate, this is the price the property would bring on the open market, which is usually referred to as the fair market price. For interest-generating assets, such as savings accounts or certificates of deposit (CD's), market value is needed to determine actual anticipated income from assets to anticipate how much actual asset income will be generated over a 12- month period. For other assets, market value is needed to determine the cash value of assets.)

The SBHA will attempt to determine the market value by third party verification, the family's self declaration, and in the case of real estate an appraisal may need to be done which will be at the family's expense.

3. Determining the Cash Value of Assets – the cash value of an asset is the market value minus any “reasonable costs” that would be incurred to convert the asset to cash. In other words, the amount the family would actually receive if it converted the asset to cash.

A family **is not** required to convert any of it's assets to cash in order to receive housing assistance. The SBHA must determine the cash value of a family's assets only because it is a necessary step when calculation income from assets under program requirements.

The term “net cash” has the same meaning as cash value, so when the regulations refer to “net family assets” they mean the cash value of family assets.

Reasonable costs include penalties for premature withdrawal of funds, broker and legal fees for selling assets or converting them to cash, settlement costs for real estate transactions.

4. Determining Actual Anticipated Income from Assets - Actual anticipated income is the actual net income (gross income minus expenses) expected to be derived from an asset, individually and collectively, over a 12-month period. (Not all assets produce income. If a family owns a piece of land that is lying idle, the land has value, but no actual income for the family. If a checking account pays no interest, the actual anticipated income may be zero.)

HUD regulations specify that such expenses may **not** include “expenditures for capital indebtedness.” When determining the actual anticipated income from an asset any expenses that may be associated with owning the asset should be deducted.

5. Determining Imputed Income from Assets – this step is necessary **only** when the total cash value of the family's assets is greater than \$5,000. The imputed income is a percentage (2%) of the total cash value of all family assets based on the passbook rate of interest established by HUD for the PHAs within their jurisdiction.

Imputing income from assets is assigning an amount of income to them solely for the sake of the annual income calculation. Imputed income differs from actual anticipated income in that it is hypothetical, not real: in other words, it's the amount of income a family's assets **would** produce **if** the total cash value of the assets were deposited in a savings account.

6. Determining Final Asset Income - a family's final asset income depends on whether or not the total cash value of the family's assets is greater than \$5,000. If the total cash value is \$5,000 or less, then the final asset income is the total actual anticipated income from the family's assets. If the total cash value is greater than \$5,000, the final asset income is the **greater** of the total actual anticipated income from the family's assets or the imputed income from the family's assets.

#### Special Asset Issues:

Assets owned jointly by two or more people will be portioned according to the allocated amount to each owner. The family will need to provide documentation for the allocated amounts. If any family member has unrestricted access to a jointly owned asset, the full value of the asset (and, by implication, any income it produces) should be counted. An individual has unrestricted access to a jointly owned asset if he or she can legally dispose of the asset without the consent of the other owners.

Assets disposed of for less than fair market value during the two years prior to the effective date examination or reexamination will also be considered. This applies to cash gifts as well as to property and to most assets when placed in non-revocable trusts. This rule also applies to business assets as well as family (personal) assets. (Note the distinction – current business assets are **not** counted in the determination of family annual income, but business assets disposed of for less than fair market value **are** considered.)

Assets disposed of under the following circumstances are **not** considered assets disposed of for less than fair market value – in a foreclosure or bankruptcy sale or as part of a separation or divorce settlement when the individual disposing of an asset receives “important consideration not measurable in dollar terms.” An example of this would be if a family goes through a divorce or separation and family member lets another family member have the house. If the family member disposing of the asset is under our program we would not consider it as being disposed of for less than fair market value.

The SBHA will consider the difference between the cash value of the asset and the amount actually paid to the family instead of the full cash value of the disposed of asset. Assets disposed of for less than fair market value produce no actual income for a family but the SBHA must impute income to these assets if the total cash value of all family assets exceed \$5,000. The period during which an asset disposed of for less than fair market value must be counted ends two years after the date of disposition. When the two-year period expires, any income assigned to the disposed asset is no longer counted.

The SBHA has set a minimum threshold for counting assets disposed of for less than fair market value at \$5,000. The SBHA will require families to sign self declarations when they are admitted to the HCV program and at each annual reexamination thereafter. This self declaration would enable families either to provide the information required to value any assets they had disposed of for less than fair market value within the last two years or to certify that they had not disposed of any assets for less than fair market value during that period.

The SBHA may verify family declarations on disposed assets only if they do not appear to agree with other information provided by the family.

Lump sums not intended as delayed start of a periodic payment **may** be included in a family's assets only if the family retains some or all of the money in a form recognizable as an asset. If the family were to spend the lump sum, the lump sum would not be counted as an asset. Lump sums that were never classified as assets cannot be considered assets disposed of for less than fair market value. Typical examples of lump sums not intended as periodic payments include – inheritance, capital gains, settlement payments from insurance claims (including health and accident insurance, worker's compensation and insurance against personal or property losses), claim disputes over welfare, unemployment, and similar benefits and lottery winnings received in one payment.

Families will be required to report the receipt of lump sum payments or lump sum additions to family assets at both interim and annual reexaminations.

Treatment of various types of assets:

- Checking and Savings accounts – the SBHA will use the average balance for the last six months in a checking account as its cash value and the current balance in a savings account and its cash value. The actual anticipated income from an interest-bearing checking or savings account will be calculated using the actual interest rate paid by the bank or other financial institute. Maintenance fees charged on these accounts will be deducted from the interest paid on these accounts when anticipated income is determined. The SBHA does not have a minimum threshold for these accounts.
- Cash – cash generates no actual income, but if the sum of all assets is greater than \$5,000 the amount of cash will be counted in the imputed sum.
- Certificates of Deposit – the market value of a fixed-rate, fixed-term CD is the amount originally deposited plus any reinvested interest that has already been paid into the account. The cash value of a CD is the market rate minus the penalty charge for early withdrawal, which may be a flat amount of a certain number of months' worth of interest. The actual anticipated income on a fixed-rate, fixed-term CD is calculated by multiplying the **market** value (not the cash value).
- Stocks, Bonds, Mutual Funds, and other investment accounts – The SBHA will determine the market value of investment accounts and the income they generate by using the average value and rate of return over a period of time. The least amount of period of time would be 3 months.

Interest or dividends paid on an investment account are counted as actual income from the investment even when the money is reinvested. Investment account holders are often required to pay management fees, broker or transactions charges, sales commissions, and the like. These expenses will be deducted when anticipated income is determined.

- Life Insurance – the cash value of any life insurance policies available to an individual before death is considered an asset. Whole life and universal life policies typically have a cash value. Term life insurance policies do not have a cash value.
- Employer-sponsored Pension and Retirement Funds - A family member's employer-sponsored pension or retirement account is considered an asset if the money is accessible to the family member. While a family member is still employed, accessible pension or retirement amounts are counted as an asset even if withdrawal would result in a penalty. However, amounts that would be accessible only if the person retired or terminated employment are not counted.
- Individual Retirement Savings Accounts (IRAs), Keogh accounts, and similar retirement savings accounts are counted as assets even though premature withdrawal would result in a penalty. These accounts are established and controlled by individuals, and as a general rule, are always accessible to their owners. The funds in individual retirement accounts may be invested in a variety of financial instruments (CDs, stocks, bonds, mutual funds) therefore the SBHA may need to treat them differently depending on the way the funds are invested.

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following amounts specified in the federal regulations currently found in 24CFR 5.609:

- 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 participant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- E. Income of a live-in aide is excluded even if they have employment elsewhere. Income is excluded and the SBHA does not verify their income or employment.
- 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 income of (Kin-Gap) guardianship care payments available to children exiting the juvenile court system is excluded. Kin-Gap payments are subsidies to children leaving the juvenile court system to live with a relative or legal guardian. The payments of behalf of the related child to the tenant household is excluded.
- I. 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, and serving as a member of the Scotts Bluff Housing Authority's governing board may receive more than one such stipend during the same period of time (Public Housing Only);
  - 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; (example JTPA)
  - 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, spouse or co-head);
  - 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 provided to an eligible household under the Food Stamp Act. of 1977;
  - 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 programs funded in whole or in part 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 by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interest held in such trust or restricted lands;
  - i. Amount of scholarships awarded under Title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
  - j. Payments received from programs funded under Title V of the Older Americans Act of 1965;
  - k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L.No.381;
  - l. Payments received under the Maine Indian Claims Settlement Act of 1980;
  - m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
  - n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991;
  - o. Payments by the Indian claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation of the Apache Tribe of Mescalero Reservation;
  - p. Allowances, earnings and payments to Ameri-Corps participants under the National and Community Service Act of 1990;
  - q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
  - r. Any amount of crime victim compensation (under the Victims of crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act: and;
  - s. Allowances, earning and payments to individuals participating in programs under the Workforce Investment Act of 1998;
  - t. The \$600.00 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card.
14. The earned income disallowance (EID), is an additional temporary exclusion available to qualified HCV families that include a person with disabilities.

The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded on the first of the following month. This exclusion is only available to the following families:

- a. 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.
- b. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
- c. 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.

The SBHA will confirm that the family does qualify for the disallowance and determine the disallowance as directed in 24CFR 5.617. The EID will be tracked by keeping a separate log as well as a log in each family file.

## 9.4 DEDUCTIONS FROM ANNUAL INCOME

HUD regulations list 5 mandatory deductions for which a family receiving assistance under the HCV program may qualify:

1. Dependent Deduction – every HCV family is entitled to a \$480 deduction for each dependent in the family.
2. Elderly or Disabled Deduction – every elderly or disabled HCV family is entitled to a deduction of \$400. A family may include an elderly or disabled member and still not qualify as an elderly or disabled family. This is a family deduction and each family is entitled to only one deduction even if it qualifies both as an elderly family and a disabled family.
3. Medical Expense Deduction – the medical expense deduction is limited to families whose head, spouse, cohead, or sole member is at least 62 years of age or is a person with disabilities (elderly or disabled families).

If a family qualifies as an elderly or disabled family, the medical expenses of all family members are considered, including the expenses of children and non-elderly adults. Medical expenses must meet two essential criteria: 1. they must be anticipated—that is, they must be expenses that a family anticipates paying in the 12 months following examination or reexamination, 2. they may not be reimbursed by an insurance company of any other outside source. The medical expense deduction is that portion of a family's total annual unreimbursed medical expenses that exceeds 3 percent of their annual income. When a family is making regular payments overtime on a bill for a past one-time medical expense, those payments are included in anticipated medical expenses as long as they are paying that bill. The balance of the bill, if there is one, will be used the following year.

Non-prescription medicines must be doctor recommended and have a specific dosage from the doctor in order to be considered as a medical expense.

4. Disability Assistance Expense Deduction – Only HCV families that include a person with disabilities may qualify for the disability assistance expense deduction. This deduction is not limited to disabled families; any HCV family with a disabled member may qualify.

Disability assistance expenses include costs for attendant care and auxiliary apparatus items for persons with disabilities. Attendant care may include in-home care, adult day care, nursing, housekeeping, personal care, errand services, interpreters for persons with hearing impairments, readers for persons with visual disabilities, and similar care. Auxiliary apparatus items may include wheelchairs, ramps, adaptations to vehicles, scooters, reading devices for persons with visual disabilities, service animals, and similar items. They may also include the cost of maintenance and upkeep for such items (e.g., the food and veterinary costs for a service animal).

To qualify for deduction, disability assistance expenses must be necessary to enable at least one adult family member to work. That member may be the person with disabilities.

In addition, disability assistance expenses must meet these other regulatory requirements:

- Like other elements of annual income, the expenses must be anticipated – that is, they must be costs that a family expects to pay during the 12-month period following certification or reexamination.
- The expenses may not be reimbursed by an outside source, such as an insurance company.
- They may not be paid to any member of the assisted family.
- They must be reasonable – must not exceed the income of the individual that has the earned income.

Like the medical expense deductions, the disability assistance expense deduction is limited to amounts that exceed 3 percent of a family's income. The disability assistance expense deduction is also limited to the amount of income earned by the adult family member or members who are enabled to work by the assistance. If a disability assistance expense enables more than one person to be employed, the incomes of all the persons must be combined to determine the ceiling on allowable expenses. For example, if an auxiliary apparatus enables an adult family member with disabilities to be employed and frees another adult family member to be employed, the deduction may not exceed the combined incomes of those two people.

An elderly or disabled family may qualify for both medical and disability assistance expenses. The SBHA must use a special calculation to ensure that the family's 3 percent threshold is applied only one time. Since the deduction for disability assistance expenses is limited by the amount earned by the adult family member who is enabled to work, the disability assistance expense deduction must be calculated **before** the medical expense deduction.

5. Child Care Expense Deductions – child care expenses are deductible only if they are necessary to enable a family member to engage in one of the following three activities:
  - a. Be gainfully employed – if a family member qualifies for the child care expense deduction by working, the deduction may not exceed the amount of employment income that is included in the annual income.
  - b. Actively seeking work.
  - c. Furthering his or her education – Education may include academic or vocational training.

To be deductible, child care expenses must also satisfy these other regulatory requirements:

- a. The expenses must be anticipated – they must be costs that a family expects to pay during the 12-month period following certification or reexamination.
- b. The expenses must be for the care of children under the age of 13. HUD has defined “children” in this context to include foster children. Child support payments made by an assisted family to another on behalf of a child who is not living with the family are not a deductible child care expense. Expenses for the care of a disabled child age 13 or older are not deductible as child care expenses; however, they may be deductible as disability assistance expenses.
- c. The expenses may not be reimbursed by a source outside the family.
- d. The expenses must be reasonable. – The comparisons should include comparison of the hours that a family member engages in an eligible activity with the hours during which child care is provided. The SBHA may allow extra time for transportation.

The SBHA may **not** decide either who will provide child care for a family's children or what type of care the children may have.

The SBHA may **not** refuse to give a family the child care expense deduction because there is an unemployed adult member in the household that may be available to provide child care.

If child care is necessary to permit employment, the amount deducted may not exceed “the amount of employment income that is included in annual income. The earnings cap on child care expenses applies only when the expenses enable a family member to work. It does not apply if the expenses enable a family member to seek work or to further his or her education.

If child care expenses enable more than one member of the family to work, the SBHA will assume that the child care expenses enable the lowest paid individual to work unless this obviously is not the case.

If child care expenses enable a family member both to work and to go to school the SBHA must prorate the child care expenses so that the portion that corresponds to the hours the family member works can be compared with the amount earned during those hours.

If child care expenses and disability assistance expenses are necessary to enable a family member to work the same employment income cannot be used to justify both expenses. In other words, the sum of both child care expenses and disability assistance expenses may not exceed the employment income of the family member enabled to work.

## **9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount of verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the participant.
- A. The Section 8 employee shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- B. After the reconciliation is complete, the Scotts Bluff Housing Authority shall, if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar day of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant has not previously reported the proper income, the Scotts Bluff Housing authority shall do one of the following:
  - 1. Immediately collect the back over paid assistance paid by the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the participant from the program for failure to report income; or
  - 4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

## **9.6 COOPERATING WITH WELFARE AGENCIES**

The Scotts Bluff Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the Public Housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- B. To provide written verification to the Scotts Bluff Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **10.0 VERIFICATION**

The Scotts Bluff 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 allowable deductions 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 non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance. All family members 18 years of age or older are required to sign a consent form to authorize the release of information (HUD - 9886).

### **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 card and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

- 1. Enterprise Income Verifications (V)  
EIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current EIV resources include the following:

- a. Enterprise Income Verification (EIV) - HUD's online wage and benefit system that allows the SBHA to verify tenant-reported income from an independent source in computerized form.
- b. State Wage Information Collection Agencies (SWICAS)
- c. State systems for the Temporary Assistance for Needy Families (TANF) program
- d. Credit Bureau Information (CBI) credit reports
- e. Internal Revenue Service (IRS) Letter 1722
- f. Private sector database (e.g. The Work Number)

The Scotts Bluff Housing Authority will use additional EIV resources available by HUD. Enterprise income verification through computer matching will be used to verify wages, unemployment, TANF and Social Security Benefits.

When there is not a substantial difference between EIV data and participant-provided documents (such as pay stubs), SBHA may use EIV to satisfy their regulatory obligation to obtain third-party verification. In such cases, SBHA is not required to obtain additional third-party verification from employers.

When there is a substantial difference between EIV and participant-provided documents, third-party verification is still required. This requirement would apply when:

- a. A participant discloses an employer that is not represented in the EIV system.
- b. EIV reveals an employer or other income source that a participant did not disclose.
- c. The income amounts on EIV and participant-provided documents are substantially different.

HUD defines substantial difference as \$200.00 or more per month.

2. Third - Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received directly from a source. Verifications received electronically directly from the income source are considered third party written verifications. Verifications hand carried by clients will not be considered third party verifications unless the verification is from a governmental agency.

Scotts Bluff Housing Authority will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- a. Social Security Administration
- b. Veterans Administration
- c. Welfare Assistance
- d. Unemployment Compensation Board
- e. City or County Courts

Third-party written verifications may also be used to supplement Enterprise Income Verifications.

Third party verification of SS and SSI benefits shall be obtained from HUD's on-line system (Enterprise Income Verification). If TASS change to EIV is not available or not current, then verification shall be obtained directly from the SSA. If either of these forms is not obtainable, then the file shall be documented as to why third party verification was not used.

3. Third-Party oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date, position, title and time of the conversation, the phone number (if applicable) along with the confirmed verified information.

If no written response, the SBHA will use oral verification to secure information in 3-5 business days. If no written or oral verifications, the SBHA will use photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

4. Review of documents

When EIV, written and oral third party verifications are not available the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s). All family supplied documents must be dated within 60 days of the family's interview.

Acceptable family provided documents include:

- a. Consecutive and original pay stubs (last 3 months)
- b. Social security Administration award letter
- c. Bank statements (last 2 current)
- d. Pension benefit statements
- e. Temporary Assistance to Needy Families (TANF) award letter
- f. Other official and authentic documents from a Federal, State or local agency

5. Self-Certification and Self declaration

When EIV, written and oral third party verifications are not available within the 14 calendar day period allowed, and hand-carried verification cannot be obtained, the Housing Authority will accept an affidavit or statement of reported income/non-income, benefit/non-benefit and/or allowable deductions. The SBHA will require such certifications/declarations to be notarized or signed in the presence of a SBHA staff person. This verification method should be used as a last resort signed by the head, spouse, co-head, or other adult family member.

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 any verification method other than Up-front Income Verification is utilized, the Scotts Bluff Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's 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 Scotts Bluff 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	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	A valid Social Security card issued by the SSA or third party documentation stating the SSN.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Receipt of SS or SSI disability benefits, medical documentation from a professional source.	Proof of SSI or Social Security disability payments.
	The SBHA will send a verification form to	For high school and/or college

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Full time student status (if >18)	the institution the student is attending.	students, any documentation evidencing enrollment (current enrollment status letter, current school transcript or most recent grade report)
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	The SBHA will send a verification form to the provider.	Document review which includes receipts or paid invoices signed by the provider or a letter or statement signed by the care provider.
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills, records of payment, receipts for care costs signed by a health care provider, copies of payment agreements showing costs or a payment plan for medical equipment.
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls <b>or</b> canceled checks verifying medical insurance premiums, payments to physicians and live in –aides.
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 held as an investment.	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth.
Cash value of whole life insurance policies	Letter from insurance company	Current statement

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	The SBHA will send a verification form to the employer.	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services. The SBA will fax a verification form to child support.	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out- of-pocket expenses incurred in order to participate in a program</li> </ul>	

### 10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/ eligible non-citizen status of each family member regardless of age must be determined. The SBHA may request further verification of the family members status. (Examples include a U.S. Passport, resident alien card, social security card or other appropriate documentation 3.6-40)

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Scotts Bluff Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Scotts Bluff Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Scotts Bluff Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, 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.(Must sign non-contending form)

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members. (Must sign non-contending form)

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

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

If the Scotts Bluff Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their 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 5 years from the date of termination.

## **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

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

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. An adult must sign for minor Children. The Scotts Bluff Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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

If a member of a participating family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 14 calendar days to provide the verification (also applies to individuals who are at least 62 years of age). If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

**Note:** The SBHA may include other documents it may accept in lieu of a social security card. Some examples or other documents (containing the SSN) that PHAs may accept are:

- A 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).
- Identification card issued by an employer or trade union.
- Benefit award letters from government agencies.
- Retirement benefit letter
- Life insurance policies
- Court records (real estate, tax notices, marriage and divorce, judgment, or bankruptcy records)

## **REQUIRED CONSENT BY APPLICANTS & PARTICIPANTS**

Each member of the family of an assistance applicant or participant, who is at least 18 years of age, and each family head and spouse, regardless of age, shall sign one or more consent forms.

PHAs must ensure that they are using appropriate consent forms to obtain specific information. The HUD Form 9886 authorizes HUD and the PHA to obtain third party verification of the following:

1. Any income information or materials from State Wage information Collection Agencies (SWICA).
2. Income information obtained from previous and current employers.

The HUD form 9886 authorizes HUD **only**, to obtain third party verification of the following:

- Income information from the SSA.
- Income Tax Return information from the IRS.

### **Acceptable Participant-Provided Documents**

Housing program participants have an obligation to the PHA to provide any letter or other notice, including any letter or notice from HUD that provides information concerning the amount or verification of family income, per section 3(f) of the U.S. Housing Act of 1937, as amended. In support of the tenant's declaration of income, the PHA may review original (authentic) documents provided by the participant. All documents should be **dated within the last 60 days** of the interview. The PHA should make a photocopy of the original document(s) and maintain the copy in the participant case file. The PHA should also document in the tenant file, the receipt copy, and review participant-provided documents:

1. Consecutive an original pay stubs
2. Social Security Administration award letter
3. Bank statements
4. Temporary Assistance to Needy Families (TANF) award letter
5. Other official and authentic documents from a Federal, State, or local agency.

## **10.5 TIMING OF VERIFICATION**

Verification must be dated within 120calendar days of certification or reexamination to remain valid. 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.

## **10.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible non-citizen status will be verified only once, unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. 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 RENT REASONABLENESS**

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

- A. Before any increase in rent to owner is approved;
- B. If 60 calendar 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.

### **11.2 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, and number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The results of this determination shall be documented in the participant's file.

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.

#### Ensuring Reasonable Rents

PHA's do not have to wait until the Housing Assistance Payments (HAP) contract anniversary date to review owner rents and reduce them if warranted. The PHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units in accordance with the regulations at §982.507 (b) and the HAP contract. The PHA should ensure that owner rents do not exceed the amount being charged by the owner for unassisted units in the same building or complex. The initial rent and all rent increases must comply with any State or local rent control limits. Further, any owner leasing promotions for unassisted tenants (e.g., the initial 2 months of occupancy are "rent free") must be taken into consideration in determining rent reasonableness.

The PHA must provide written notice, in accordance with the HAP contract, to the owner before reducing unreasonable rents. Rents may be reduced as early as the first of the following month. If the rent to owner is not reasonable as most recently determined by the PHA, the owner must reduce the rent to the reasonable amount or the HAP contract must be terminated. In such cases, the family will be issued a voucher to find a new unit, and any lower payment standard or correction to the family unit size would be applicable immediately.

Even if an owner's rent is reasonable, a PHA could request the owner to voluntarily agree to a temporary rent reduction or defer a rent increase to avoid termination of family assistance and HAP contract termination. It is the owner's option to agree to such measures.

### **11.3 MAXIMUM SUBSIDY**

For the Housing Choice Voucher Program, the minimum payment standard will be 90% of the FMR and 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 maximum subsidy may not exceed the basic rent charged including the cost of tenant-paid utilities.

#### **11.3.1 Setting the Payment Standard**

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Scotts Bluff Housing Authority will review its determination of the payment standard quarterly after publication of the FMRs. The Scotts Bluff 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 Housing Choice 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 located only in poverty impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

The Scotts Bluff County Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

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 Scotts Bluff Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

If the payment standard increases between the time the SBHA completes a batch of reexaminations and the date the reexaminations become effective, the SBHA will delay adoption of the new payment standard for a reasonable period (as long as the current payments standard is within the basic range).

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.

#### **11.3.2 Selecting the Correct Payment Standard for a Family**

- A. For the HC 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.

### 11.3.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when Housing Choice 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. (The Scotts Bluff Housing Authority has no exception rents)

## 11.4 ASSISTANCE AND RENT FORMULAS

### A. Total Tenant Payment

The total tenant payment is equal to the highest of the following amounts, rounded to the nearest dollar:

1. 10% of monthly gross income
2. 30% of adjusted monthly income
3. Minimum rent \$50.00
4. The welfare rent N/A
5. Rent plus utilities minus total tenant payment
6. Plus any rent above the payment standard.

### B. Minimum Rent.

The Scotts Bluff Housing Authority has set the minimum rent as \$ 50.00, however, if the family requests a hardship exemption, the Scotts Bluff Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When a death has occurred in the family
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 Calendar days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. 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 Scotts Bluff Housing Authority will use the appropriate payment standard for the exception area. (The Scotts Bluff Housing Authority has no 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 Scotts Bluff 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.

D. Manufactured Home Space Rental: Section 8 Vouchers (The Scotts Bluff Housing Authority does not do)

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 participant 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.

E. Rent for Families under the Non-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.

F. 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 participant rent equals the prorated family share minus the full utility allowance.

## **11.5 UTILITY ALLOWANCE**

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone, and cable television), 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 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% more or less 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 the Scotts Bluff Housing Authority.

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).

The PHA may review utility allowances to determine if they are too high. Changes in utility allowances may be implemented immediately, but not later than the next regularly scheduled reexamination of family income.

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.

## **11.6 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 within 5 business days of when due after the first two months of the HAP contract term, the owner may charge the Scotts Bluff Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Scotts Bluff jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.
- C. Initial lease-up units must pass by the 1st of the month to qualify for a full HAP payment. Units passing on the 2nd of the month or later will have contracts starting on the first of the following month. The HA will review the contracts starting on the first of the following month. The HA will review the PUC (Per Unit Cost) allocation and HAP costs. Quarterly adjustments will be allowed to bring PUC in line with budget which may include non-payment of the pro-rate HAP. Landlords will receive immediate notification with their monthly checks if the pro-rata HAP is discontinued or re-established. There will be no pro-ration of rents for units which pass on the 26<sup>th</sup> or later of the month.
- D. When a family's income is low enough such that the total subsidy is an amount greater than the rent to owner, the SBHA makes a payment to cover the utility costs. This payment is known as the utility reimbursement. This situation occurs only when the family is responsible for paying part of all of the utilities. The SBHA will make the utility reimbursement payment (URP) directly to the utility provider.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Scotts Bluff Housing Authority.

A housing assistance payment is considered made upon being mailed by the Scotts Bluff Housing Authority.

Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

## **11.7 CHANGE OF OWNERSHIP**

The Scotts Bluff 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 Scotts Bluff Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Scotts Bluff 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 Scotts Bluff Housing Authority may withhold the rent payment until the taxpayer identification number is received.

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

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

The Scotts Bluff 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 can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Scotts Bluff Housing Authority will only schedule one more inspection. If the family misses two inspections, the Scotts Bluff 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 Scotts Bluff Housing Authority will perform:

1. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
2. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
3. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
4. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
5. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
6. 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.
7. Quality Control Inspection - Supervisory inspections based on at least the minimum number required by the section 8 management assessment program.

### **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 Scotts Bluff Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Scotts Bluff 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 Scotts Bluff 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 Scotts Bluff Housing Authority and the Scotts Bluff 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 Scotts Bluff Housing Authority approved extension). If the required repair is not made in a timely manner, the rent shall be abated beginning with the next rent check. If check is abated, the assistance shall be cancelled.
  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 Scotts Bluff 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 participant; 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 Scotts Bluff Housing Authority approved extension).
  3. If the family has caused a breach of the HQS, the Scotts Bluff Housing Authority will take prompt and vigorous action to enforce the family obligations. The Scotts Bluff Housing Authority may terminate assistance for the family in accordance with 24 CFR.

## 12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

### A. Sanitary Facilities

1. Performance Requirements:
 

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.
2. Acceptability Criteria
  - a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
  - 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 approved public or private disposal system (including a locally approved 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 resident-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 approved 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 approved 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 ( $\text{mg}/\text{cm}^2$ ), 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 and supersedes, for all housing to which it applies.
- 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 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 within 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).
- 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. If a person tests positive, 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).
- 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 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 Scotts Bluff Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Scotts Bluff Housing Authority has received HUD approval to require the following additional criteria:

\*\*\*\*\* SEE HOUSE FILE \*\*\*\*\*

## 12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

### A. Correcting Initial HQS Fail Items

The Scotts Bluff 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 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Scotts Bluff 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 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

### B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Scotts Bluff 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 Scotts Bluff Housing Authority will terminate assistance for the family in accordance with Sections 12.8(B) and 17.0.

### C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within time limits listed on inspection report.
4. For major repairs, the owner will have up to 30 days to complete.

## 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, propane, or LP 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 the required timeframe, the rent for the dwelling unit will be abated, as of the first day of the next month.

The initial abatement period will not exceed 30 days. If the corrections or deficiencies are not made within the 30 day time frame, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Scotts Bluff Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For participant caused HQS deficiencies, the owner will not be held accountable and the rent will be abated. The participant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Scotts Bluff Housing Authority will send a notice of termination to both the participant and the owner. The tenant will be given the opportunity to request an informal hearing.

HAP contracts will be terminated after giving the owner thirty (30) days notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

## **13.0 RESERVED.**

## **14.0 RECERTIFICATION**

### **14.0.1 CHANGES IN LEASE OR RENT**

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Scotts Bluff Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Scotts Bluff Housing Authority of any changes in the rent at least sixty (60) calendar days before the changes go into effect. Any such changes are subject to the Scotts Bluff Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Scotts Bluff Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the new owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms reducing the length of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of Scotts Bluff Housing Authority is not required for changes other than those specified in A, B, or C above.

### **14.1 ANNUAL REEXAMINATION**

At least annually within 365 days of the anniversary date of the HAP contract the Scotts Bluff Housing Authority will conduct a reexamination of family income and circumstances (including Criminal Background check). 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 Scotts Bluff Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and days scheduled for reporting.

During the interview, the family will provide all information regarding income, assets, deductions, (eligible 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 Scotts Bluff 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 REEXAMINATION**

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

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

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

Landlord's may request annual rent increases not to exceed the HUD current limit in writing to the Scotts Bluff Housing Authority and tenant 60 calendar days before HAP contract anniversary. Any such changes are subject to the Scotts Bluff Housing Authority determining them to be reasonable. Project Based Vouchers requires 120 calendar day notice

Landlord's wanting to go above HUD's annual increase limit may do so by negotiating a new contract with HA and the participant with 60 calendar days prior notice to both parties are subject to the Scotts Bluff Housing Authority determining them to be reasonable. Rent increase can only be done in conjunction with annual dates.

#### **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 Scotts Bluff Housing Authority taking action to terminate the family's assistance, and will inform the family of its right to request an informal hearing.

If the family is a participant in the Housing Choice Voucher Program and they fail to recertify for their annual reexamination (no show annual) their assistance WILL be terminated. The family will not be eligible to apply for assistance again for ninety (90) days from that annual date.

#### **14.2 INTERIM REEXAMINATIONS**

During an interim reexamination all the information reported will be reviewed and verified.

Families will be required to report any increase in income. A rent adjustment will not be conducted if the increase is less than \$1000.00 a year.

Families are required to report the following changes to the Scotts Bluff Housing Authority within 10 business days between regular reexaminations. These changes will trigger an interim reexamination:

- A. An increase/decrease or change of income.
- B. A member has been added to the family through birth, adoption or court-awarded custody.
- C. A household member is leaving or has left the family unit.
- D. Family break-up

Split Households may not claim the same child and in order for the Scotts Bluff Housing Authority to determine unit size the following will prevail in the Scotts Bluff Housing Authority's decision:

1. The injured party in domestic violence will be allowed to claim the child. (verification requested)
2. The applicant who has the child the greater period of time in a 12 month period. (verification requested)
3. The applicants may decide between themselves and give written verification of their decision.
4. Child custody may be determined in who is receiving TANF, Child Support or means of support for the child or children.
5. Divorce or separation papers may indicate child custody.

6. If the child does not currently reside with the applicant, the Scotts Bluff Housing Authority will consider the child part of the family only if there is evidence that the child would reside with the applicant if the applicant were to receive Housing assistance.
7. 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 Scotts Bluff Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

In order to add a household member other than through birth, adoption or court ordered custody (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 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 Scotts Bluff 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 Scotts Bluff 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. The owner must give his/her approval for the person to be added.

Families are required to report all changes within 10 days. An interim reexamination based on an increase or decrease of income, allowable expenses, or other changes in family circumstances will be required.

SHA will make decreases effective the first month following the verified decrease. If a family member has terminated employment or employment ceased due to the action of the employee, SHA will make a rent decrease effective 90 days following the month the decrease was reported. SHA will evaluate "good cause" verifiable circumstances such as employer discrimination, medical, etc. on case by case basis.

If during this 90 days duration a family finds other employment, they must report to our office immediately. Rent will be adjusted accordingly.

### **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 Scotts Bluff Housing Authority may schedule special reexaminations every 60 calendar 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 delays, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

Participants in the voucher program must agree to pay back any amount owed the Scotts Bluff Housing Authority within six (6) months of the rent adjustment determining the participant owes the Housing Authority. Failure to abide by the Repayment Agreement will result in the participant having their assistance terminated, giving a 30 day notice to the Landlord and the Participant.

If the participant requires a longer period of time to pay back any amount owed the Scotts Bluff Housing Authority the length of time will be determined on a case by case basis by the Housing Authority.

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.

### **14.3 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT**

If the Scotts Bluff Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back to most recent annual date. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

### **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE SCOTTS BLUFF HOUSING AUTHORITY**

The Scotts Bluff Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program;
- B. If the family was evicted from housing under the Section 8 program for serious violations of the lease;
- C. If a family member fails to sign and submit consent forms;
- D. 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 Scotts Bluff Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section for a period of 5 years from the date of termination;
- E. Have a household member who is currently engaging in illegal use of a drug.
- F. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- H. Have a household member who is subjected to a lifetime registration requirement under a State sex offender registration program;
- I. If any member of the family commits drug-related or violent criminal activity in violation of Section 2.3 of this Administrative Plan and 24 CRF 982.551;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a family member who violates any family obligation under the program;
- M. Have a family member who has been evicted from federally assisted housing in the last 5 years;
- N. Have a family member that Scotts Bluff Housing Authority has ever terminated assistance for under the program;
- O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- P. Currently owes rent or other amounts to the Scotts Bluff Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- Q. Have 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;
- R. Have breached an agreement with Scotts Bluff Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;
- S. If a family participant in the Family self-sufficiency Program fails to comply, without good cause, with the family's FSS Contract of Participation;
- T. Have engaged in or threatened abusive or violent behavior towards any Scotts Bluff Housing Authority staff member or resident;

For purposes of this section, the Scotts Bluff Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Scotts Bluff Housing Authority determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

If the Scotts Bluff Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Scott Bluff Housing Authority will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have 14 days calendar days to dispute the accuracy and relevance of the record in writing.

Any family absent from the unit for more than 30 days without authorization from the SBHA will be terminated from the program. The family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, for any reason.

When a family is going to be absent from the unit they must contact the SBHA. Absences from the unit include, but are not limited to, vacation, hospitalization, or imprisonment.

If a family does not get authorization from the SBHA, the SBHA will attempt to verify an absence. This will be done by sending letters to the families unit, phone calls, home visits, and questions to the landlords or caseworkers.

In circumstances of a family break-up, the Scotts Bluff Housing Authority will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

- A. To whom the housing choice voucher was issued.
- B. The interest of minor children or of ill, elderly, or disabled family members.
- C. Whether the assistance should remain with the family members remaining in the unit.
- D. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse of 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 Scotts Bluff Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

#### 15.1 Prohibition Against Terminations under the Violence against Women Reauthorization Act (VAWA) of 2005.

The VAWA limits the owner and SBHA's right to terminate tenancy or program assistance under certain circumstances. Specifically the SBHA or the owner(s) may not construe such violence or stalking as a serious or repeated violation of the lease by the victim, as other good cause for terminating the tenancy or occupancy rights of the victim, or as criminal activity justifying the termination of the tenancy, occupancy rights, or program assistance of the victim.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a family household or any guest or other person under the family's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

Definitions as used in VAWA:

*Domestic Violence* - includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult of youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction;

*Dating Violence* - includes violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim: and where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship, (2) the type of relationship, (3) the frequency of interaction between the person involved in the relationship;

*Stalking* - is defined as: (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate, (2) to place under surveillance with the intent to kill, injure, harass, or intimidate another person, (3) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person

in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (a) that person, (b) a member of the immediate family of that person, or (c) the spouse or intimate partner of that person;

*Immediate family* – immediate family member – with respect to a person, is a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent, or any other person living in the household of that person and related to that person by blood and marriage.

When a tenant or other household member claims that s/he is the victim of such actions the SBHA or owner/manager may request that the individual certify that s/he is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse.

The SBHA will provide tenant or other household member claiming that s/he is a victim of such actions with the form HUD-50066 “Certification of Domestic Violence, Dating Violence, or Stalking”. The individual will be required to come into the SBHA office to obtain the certification and the certification is to be returned to the SBHA office within 14 calendar days. The SBHA may extend the deadline at their discretion. If the individual does not submit the certification with the required time frame (including any approved extension) the SBHA or owner/manager may proceed with terminating the tenancy or assistance of the family.

Evicting or Terminating Assistance of a Perpetrator: Notwithstanding any Federal, State, or local law to the contrary, the SBHA may terminate assistance to, or an owner/manager may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The SBHA and owner/manager retain the authority to terminate the tenancy, occupancy, or program assistance of a victim under either of the following conditions: (1) the termination is for a lease violation premised on something other than an act of domestic violence, dating, violence, or stalking against the victim and the SBHA or owner/manager is holding the victim to a standard no more “demanding” than the standard to which the other tenants are held, (2) the SBHA or owner/manager can demonstrate an “actual and imminent threat to other tenants of those employed at or providing service to the property” if the tenancy of the victim is not terminated.

The SBHA will notify tenants/families of their right under the VAWA by posting information in our office. The SBHA will also notify families at the time of briefings, new admissions, annual reexaminations and any time it is deemed necessary. The SBHA will also provide information to the owners/managers in the same manner.

The tenant’s/family’s right of confidentiality and the limits thereof are provided on the form HUD-50066.

## **16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### **16.1 COMPLAINTS**

The Scotts Bluff Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Scotts Bluff 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 Scotts Bluff 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 Scotts Bluff Housing Authority decision. The notice will state that the applicant may request an

informal review within 14 days from the date of notice of the denial and will describe how to obtain the informal review.

B. When an Informal Review is Not Required

The Scotts Bluff 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 Scotts Bluff Housing Authority subsidy standards.
2. A Scotts Bluff Housing Authority determination not to approve an extension or suspension of a Housing Choice voucher term.
3. A Scotts Bluff Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Scotts Bluff Housing Authority determination that a unit selected by the applicant is not in compliance with HQS
5. A Scotts Bluff 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 Scotts Bluff Housing Authority.

C. Informal Review Process

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

1. The review will be conducted by any person or persons designated by the Scotts Bluff 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 Scotts Bluff Housing Authority decision.
3. The Scotts Bluff Housing Authority will notify the applicant of the Scotts Bluff Housing Authority decision after the informal review within 5 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to deny assistance to an applicant 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 responsibility for wrong or error 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 responsibility for wrong or error 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 deny 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, 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 Scotts Bluff 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

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

The applicant family may request that the Scotts Bluff 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 14 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 14 calendar 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 14 calendar 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 Scotts Bluff Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Scotts Bluff Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Scotts Bluff Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Scotts Bluff Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Scotts Bluff Housing Authority subsidy standards.
  - d. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - e. 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 Scotts Bluff Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Scotts Bluff Housing Authority will give the opportunity for an informal hearing before the Scotts Bluff Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

### **B. When a Hearing is not Required**

The Scotts Bluff 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 Scotts Bluff Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Scotts Bluff Housing Authority schedule of utility allowances for families in the program.
4. A Scotts Bluff Housing Authority determination not to approve an extension or suspension of a Housing Choice voucher term.
5. A Scotts Bluff Housing Authority determination not to approve a unit or lease.
6. A Scotts Bluff Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Scotts Bluff 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 Scotts Bluff Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Scotts Bluff 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 Scotts Bluff Housing Authority will notify the family that the family may ask for an explanation of the basis of the Scotts Bluff 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 Scotts Bluff Housing Authority will give the family prompt written notice that the family may request a hearing within 14 days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State if the family does not agree with the decision, the family may request a formal hearing on the decision within 14 days of the notification.

D. Hearing Procedures

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

4. Evidence

The Scotts Bluff 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 5 business 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.

**FORMAL HEARING:** If the participant does not agree with informal decision they have the right to formal hearing.

**HEARING PREREQUISITE:** All grievances shall be personally presented, in writing, pursuant to the formal procedure.

**REQUEST FOR A HEARING:** The complainant shall submit a written request for a Hearing to the central office of the Scotts Bluff Housing Authority at 89A Woodley Park Road, Gering, Nebraska 69341. The grievance or complaint must be signed by the complainant and filed in the office by him/her representative within seven (7) working days of the receipt of the summary of discussion. The request may be simply stated, but shall specify the following:

- The reasons for the grievance; and
- The action or relief sought.

A copy of the complaint shall be retained by the complainant and a copy shall be filed in the Scotts Bluff Housing Authority central office. All complaints and or copies must be date-stamped at the time of receipt by the Scotts Bluff Housing Authority.

**Escrow Deposits:** All such escrow deposits shall be made by cash or cashier's checks. These requirements may be waived by the Scotts Bluff Housing Authority in extenuating circumstances upon written request by the complainant. Unless so waived, the failure to make such payment shall result in the termination of the grievance procedure provided that failure to make payments shall not constitute a waiver of any right the complainant may have to contest the Scotts Bluff Housing Authority's disposition of his/her grievance in any appropriate judicial proceeding.

**Selection of Hearing Officer or Hearing Panel:** Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:

The hearing officer shall be an impartial, disinterested person selected jointly by the Scotts Bluff Housing Authority and the complainant. If the Scotts Bluff Housing Authority and the complainant can not agree on a hearing officer, they shall each appoint a member of a hearing panel and the members so appointed shall select a third member. If the members appointed by the Scotts Bluff Housing Authority and the complainant can not agree on a third member, such member shall be appointed by an independent arbitration organization such as the Center for Disputes or by any other third party agreed upon by the Scotts Bluff Housing Authority and the complainant.

**Schedule of Hearings:** A hearing shall be scheduled by the Hearing Panel or officers within ten (10) working days after the receipt of a formal request for a hearing by a complainant, which hearing shall be at a time and place reasonably convenient to both the complainant and the Scotts Bluff Housing Authority. Written notification specifying the time, place and procedures governing the Hearing shall be delivered to the complainant and the Scotts Bluff Housing Authority.

6. Effect of the Decision

The Scotts Bluff Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Scotts Bluff Housing Authority is not required to provide an opportunity for a formal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Scotts Bluff Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Scotts Bluff Housing Authority determines that it is not bound by a hearing decision, the Scotts Bluff 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 responsibility for wrong or error 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 responsibility for wrong or error 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 Scotts Bluff 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

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

The participant family may request that the Scotts Bluff 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 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar 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 calendar 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 Scotts Bluff Housing Authority. Under some circumstances the contract automatically terminates.

### **A. Termination of Tenancy**

#### **1. By the family:**

The family may terminate tenancy in accordance with the lease and the tenancy addendum. The family has an obligation to provide written notice of termination to the owner and the SBHA. (proper 30 day notice as stated in the Landlord/Tenant Law) When the family notifies the SBHA of its intent to terminate, it must also disclose whether it wants housing assistance in another location.

#### **2. By the owner:**

The owner may only terminate tenancy in accordance with the lease and HUD requirements. During the term of the lease (initial term and any extension term) the owner may terminate tenancy for:

- i. Serious or repeated violations of the lease;
- ii. Violation of Federal, State, or local law in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity or alcohol abuse by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (4) 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;
  - (5) 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 Scotts Bluff Housing Authority a copy of any owner eviction notice 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 written notice to the family that the lease term will not be renewed.

#### **3. By mutual agreement:**

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

### **B. Termination of the HAP Contract**

#### **1. Automatic termination of the Contract:**

a. If the Scotts Bluff Housing Authority terminates assistance to the family, the contract terminates automatically. The family may not reapply for assistance until 6-months (180 days) from the termination date or annual date, whichever is longer.

b. If the family moves out of the unit without notice, the contract terminates automatically. The family may not reapply for assistance until 90 days from the termination date or annual date, whichever is longer.

c. The HAP contract terminates automatically 180 (consecutive) calendar days after the last housing assistance payment is made to the owner.

d. If the lease is terminated by the owner or the tenant.

2. Termination of the contract by the owner  
The owner may only terminate tenancy in accordance with terms of the lease and State and local law. The housing assistance payments will terminate. The SBHA must terminate assistance if the family has been evicted from assisted housing for serious violations of the lease.
3. Termination of the HAP contract by the Scotts Bluff 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 **Voucher** Program.
  - d. When the family breaks up and the Scotts Bluff Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
  - e. Zero HAP families – if the annual reexamination results in a zero HAP, the family may continue as a program participant for six months (180 days) from the date of the reexamination effective date.

During this period, the HAP contract remains in effect. If the family circumstances change during the six-month period and the family again needs assistance, the SBHA will conduct an interim reexamination and reinstate assistance. At the end of six months, if the subsidy has not been restored, the HAP contract will terminate.

During this 180-day period, the family is still considered under the obligations and benefits of the rental assistance program. If the family plans to move to another unit for which there will be a HAP the SBHA may issue a voucher for the other unit.

- f. The Scotts Bluff Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- g. If the SBHA determines they need to utilize their funding participants with housing assistance payments of \$ 24.00 or less may be terminated. Their housing assistance will be terminated and returned to the waiting list according to the date and time of their original application. The participants name will remain on the waiting list for 6 months or until their annual date, whichever comes first. If the participant has a change of income during this time they will need to report to our office **immediately**. The participants with the lowest HAP will be selected first to be terminated. If the HAP amounts for the participants are equal the most recent admission date would be used to determine which participant is terminated.
- h. 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 related criminal activity or any violent criminal activity.
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.

The SBHA must terminate assistance if the family has been evicted from assisted housing for serious violations of the lease. However, if the owner has started eviction proceedings, and the family continues to live in the unit, the SBHA must continue to make housing assistance payments to the owner until a court judgment or other process allows the owner to evict the family. If the family vacates the unit before the court eviction is made the HAP contract will terminate and no more housing assistance payments will be made.

The SBHA may terminate HAP contracts, in accordance with HUD requirements, if the SBHA determines that “funding under the consolidated ACC is insufficient to support continued assistance for families in the program” (§982.454).

Before terminating HAP contracts on the basis of insufficient funding, the SBHA needs to ensure that the determination of such fact is documented. Agencies shall ensure that current elderly and disabled voucher families within our local jurisdiction be protected against significant impacts resulting from adjustments made by agencies to maintain their voucher programs within their budgets.

5. Insufficient funds

Should program funding be insufficient to support continued housing assistance for the current Housing Choice Voucher participants the following procedures have been established in hierarchical order until funding is deemed sufficient:

- a. **Port-outs over SBHA payment standard:** All participants currently ported out of the SBHA jurisdiction and their payment standards are above SBHA’s current payment standard will be terminated from the program.
- b. **Vouchers searching:** All participants at admissions who are searching for a unit will be re-instated to the waiting list according to time and date of their original application and the voucher will be revoked immediately.
- c. **Delinquent repayments:** All participants with repayments in delinquent payment status will be terminated.
- d. **Single:** Participants who are single non-disabled or non-elderly, their housing assistance will be terminated.
- e. **Most current admission dates:** Participants’ housing assistance payments will be terminated according to admission dates starting with the most current date. The participant would be returned to the waiting list according to the time and date of their original application.

## **18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Scotts Bluff 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 Federal and State law. (To be approved by the Board of Commissioner).

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

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

## **20.0 SCOTTS BLUFF HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Scotts Bluff 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 Scotts Bluff Housing Authority will do the following:

- A. The Scotts Bluff Housing Authority will make available through the briefing process both orally and in writing the availability of Scotts Bluff Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Scotts Bluff Housing Authority will not charge the family any fee or charge for the services.

## **21.0 QUALITY CONTROL OF SECTION 8 PROGRAM (SEMAP)**

In order to maintain the appropriate quality standards for the Section 8 Program, the SBHA will regularly (at least annually) review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally

responsible for the work or someone subordinate to that person. The SBHA will draw enough files to meet the size of the universe. The number of files or records checked and the methodology for the selection of files shall be as follows for each Section 8 Management Assessment Program (SEMAP) indicator:

A. Waiting List Selections and Admission

Every month two files shall be selected for review. The first file on the waiting list shall be selected for review. Each selection following the initial shall be the fifth (5<sup>th</sup>) file from the previously reviewed file.

B. Reasonable Rent

Every month two files shall be selected for review. This will be done for units at the time of initial leasing, before any rent increase to the owner, and at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect before the HAP contract anniversary. The second file in the new admissions list, the second file in the rent increase to the owner, and the second file in the HAP contract anniversary list shall be selected for review. Each selection following the initial shall be the fifth file from the previously reviewed file. If no new admissions or transfers occur in that month, the fifth file on the HAP contract anniversary list shall be selected for review.

C. Determination of Adjusted Income

Every month two files shall be selected for review from the new admissions list, reexamination list and the interim reexaminations list. The third file on the new admissions list, the third file on the reexaminations list, and the third file on the interim reexamination shall be selected for review. Each selection following the initial shall be the fifth file from the previously reviewed file.

D. HQS Quality Control Inspections

Every month two files shall be selected for review. The fourth file on the new admissions list and the fourth file on the HAP contract anniversary list shall be selected for review. Each selection following the initial shall be the fifth file from the previously reviewed file.

If there are no new admissions or transfers in that month, the fifth file on the HAP contract anniversary list shall be selected for review.

E. Housing Quality Control Enforcement

Every month two files shall be selected for review. The fifth file on the new admissions list and the fifth file on the HAP contract anniversary list shall be selected for review. Each selection following the initial shall be the fifth file from the previously reviewed file. If there are no new admissions or transfers in that month, the sixth file on the HAP contract anniversary list shall be selected for review.

## **22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS**

### **22.1 PURPOSE**

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and Commissioners of the Scotts Bluff Housing Authority, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participated freely in a democratic society and economy.

### **22.2 CONFLICT OF INTEREST**

In accordance with 24CFR 982.161, neither the Scotts Bluff Housing Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which of the following classes of persons has any interest, during his or her tenure with the Scotts Bluff Housing Authority or for one year thereafter:

- A. Any present or former member or officer of the Housing Authority (except a participant commissioner);
- B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local Legislator who exercises functions or responsibilities with respect to the Scotts Bluff Housing Authority's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section (22.2) may be waived by the HUD Field Office upon the request of the Scotts Bluff Housing Authority for good cause.

### **22.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS**

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$24.00 regardless of the form of the gifts, from any person who has an interest in any matter proposed or pending before the Authority.

### **22.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT.**

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the Scotts Bluff Housing Authority's Personnel Policy or as determined by action of the Board of Commissioners.

### **23.0 SUPPORT FOR OUR ARMED FORCES**

A major and important component of our armed forces is the part-time military personnel that serve in various Reserve and National Guard units. The Scotts Bluff Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Scotts Bluff Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Scotts Bluff Housing Authority will expeditiously re-evaluate a resident's portion of the rent if requested to do so.
- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 days of the conclusion

of the active duty service. If the service extends beyond 180 calendar days, the Scotts Bluff Housing Authority will seek a waiver of the 180 calendar day limit from HUD.

## **24.0 SECTION 8 ANTI-FRAUD POLICY**

The Scotts Bluff Housing Authority is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or concealment of a substantive fact made with the intention of deceiving or misleading the Scotts Bluff Housing Authority. If results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Scotts Bluff Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Scotts Bluff Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement;
- C. Terminate the resident's rental assistance;
- D. Refer the case for criminal prosecution; or
- E. Takes such other action as the Scotts Bluff Housing Authority deems appropriate.

## **25.0 Family Unification Program (FUP) as administered by the Scotts Bluff County Housing Authority.**

The FUP is designated for the purpose of promoting family unification by providing Housing Choice Vouchers (HCV) along with supportive services to families for whom the lack of adequate housing is a primary factor in the imminent placement of children in out-of-home care, or the delay in the discharge of the child/ren to the family from out-of-home care setting. Youths between the ages of 18 and 21 years (up to the youth's 22<sup>nd</sup> birthday) that left state ward status at age 16 or older and that lack adequate housing shall also be eligible for FUP vouchers provided through the collaborative relationship between Nebraska Department of Health and Human Services (DHHS), Division of Children and Family Services (DCFS) and the Scotts Bluff County Housing Authority (SBHA).

The SBHA, in accordance with all rules and regulations established for HUD funded Public Housing Authorities, the Housing Choice Voucher and Family Unification programs specifically, and in accordance with all laws, rules and regulations of the State of Nebraska concerning rental housing, including Fair Housing Laws, shall:

1. Accept referrals of families and youth certified by DHHS-DCFS as eligible for FUP assistance. A separate waiting list will be maintained specifically for the Family Unification Program. The names of DHHS-DCFS referred families and youths will be compared to existing SBHA waiting lists upon receipt. Any matches will be so noted on the existing HCV waiting list, plus the FUP applicant name will be simultaneously maintained on the separate FUP waiting list. This method is desired to assure that a family or youth already on the HCV at the time of their referral from DHHS-DCFS for the FUP does not lose a more preferable (higher) position on the existing waiting list.

Any family or youth not currently on the SBHA waiting list at the time of referral from DHHS-DCFS will be placed on the waiting list if no FUP vouchers are available for immediate disbursement to the referred family or youth, on a first-come, first-served basis.

The SBHA will comply with the affirmatively furthering fair housing requirements of 24 CFR Section 903.7(o) and will take proactive steps to assist persons with disabilities address any accessibility challenges in the pursuit and rental of affordable housing. All FUP applicants and beneficiaries will be informed of fair housing laws and will be provided written information about how to file fair housing complaints using the toll free Housing Discrimination Hotline (1-800-669-9777) and the Federal Information Relay Service (1-800-877-8339 or for Nebraska Relay Services dial 7-1-1 from any phone).

SBHA will amend its waiting list policy to: 1) maintain a continuous “open” status for families with children and youths certified as FUP-eligible by the DHHS-DCFS; and 2) allow single persons under age 22 and whom are enrolled in institutions of higher education to be eligible for FUP assistance.

2. The SBHA will maintain an open line of communication with homeless and near-homeless service providers in the area to determine if any families with minor children or youths age 18 through 21 on the HCV waiting list are living in temporary shelters or in places not meant for human habitation, and whom may qualify for FUP voucher assistance. If any families or older youth on the HCV waiting list are found to be homeless, they will be referred to the DHHS-DCFS office liaison for FUP-eligibility determination.

3. Administer HCV’s designated for FUP-eligible beneficiaries in accordance with all applicable rules and regulations governing the program.

4. Actively engage in and assure the quality of evaluation of the FUP program, including cooperation and data sharing with any HUD-approved contractors responsible for evaluation.

5. Work collaboratively with other Public Housing Authorities across Nebraska to support replication efforts statewide of FUP-like services for eligible persons.

6. Maintain a positive and respectful relationship with the DHHS-DCFS to assure eligible families and youth are efficiently and effectively served by the FUP. Participate in regular communications with the DHHS-DCFS via periodic face-to-face meetings and more frequent telephonic and electronic correspondence.

## 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]]

**Actively Seeking Work:** includes: a) information that the individual is fulfilling welfare-to-work requirements: b) information that the individual is fulfilling the requirements for receiving unemployment compensation, or c) written or oral third-party verification from a local or state government agency that oversees work-related activities. The SBHA will attempt third party verification first. If this is impossible to obtain the SBHA may verify this by one of the following methods: a) reviewing family supplied documents: or b) obtaining a notarized statement from the family member attesting to his or her efforts to find employment.

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which participant's 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. An emancipated minor is also an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**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.

Assistance from an Institution of Higher Education: Requires reference to the particular institution and the institution's listing of financial assistance. ( See FR 4/10/2006 Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002)

Assistance from Private Sources: Nongovernmental sources of assistance, including assistance that may be provided to a student from a parent, guardian, or other family member, whether residing within the family in the Section 8 assisted unit or not, and from other persons not residing in the unit.

**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.

**Auxiliary Apparatus:** Items that are directly related to permitting the disabled person or other family member to work. (Ex: Wheelchair, ramps, adaptations for vehicles, special equipment to enable a blind person to read or type)

**Business Days:** Days the Scotts Bluff County Housing Authority is opened for business.

**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.

**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.

**Cohead:** An individual in the household that is equally responsible with the head of household for ensuring that the family fulfills program responsibilities, but is not a spouse. A family can have only one cohead. A family may have a spouse or cohead, but not both. An emancipated person will be designated as a cohead if they have completed and returned to the SBHA the Acknowledgement of Emancipation form.

**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 Housing Choice 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.

**Covered Person:** Any member of the family household, a guest or another person under the family's control.

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

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

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family other than the family head or spouse, who is under 18 years of age or who is 18 or older and is a person with a disability, or is a full-time student. Dependents subject to joint custody arrangements will be considered part of the resident family if the dependent is with the family at least 50% of the time. The SBHA will consider custody orders, decrees, notarized statements, or determination from Health and Human Services for verification. Foster children, foster adults, and live-in aides are household members but not family members. Therefore, regardless of their age or status, they are never considered dependents.

**Dependent Child:** ( in the context of the student eligibility restrictions) is a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of dependent.

**Disability assistance expenses:** Un-reimbursed medical 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. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

**Disabled family:** A family whose head (including co-head), spouse, or soul member is a person with a disability. It may include two 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:** A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)

**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 the drug.

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

**Elderly family:** A family whose head (including co-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.

**Emancipation:** Anyone under the age of 19 CANNOT enter into any housing contracts unless they have provided the filled out and signed Declaration of Emancipation of a Minor form to the SBHA. The SBHA will provide the form. The parents of the minor must fill out the form and sign. The form must be notarized.

**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, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1). A single person, who may be an elderly person, disabled person, displaced person, near elderly person, or any other single person; or
- (2). A group of persons residing together, and such group includes, but is not limited to: (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); (b) An elderly family; (c) A near-elderly family; (d) a disabled family; (e) A displaced family; and (f) The remaining member of a tenant family.

**Family members:** include all family members approved to reside in a unit, even those that are temporarily absent except live-in aides, foster children and foster adults. 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.

**Financial Assistance:** Included in annual income is any financial assistance that a student receives in excess of tuition (e.g. athletic and academic scholarships) and that the student receiver (1) under the Higher Education Act, (2) from private sources, or (3) from an institution of higher education as defined by the Higher Education Act of 1965. Financial assistance does not include loan proceeds.

**Foster Adults and Children:** They are counted in determining unit size but do not qualify for the \$480 dependent allowance. Child care expenses for foster children are deductible.

**Fraud:** Fraud and abuse is a single act or pattern of actions that constitutes false statements, omissions, or concealment of a substantive facts, made with intent to deceive or mislead and results in payment of program funds in violation of program requirements.

**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.

**Furthering her/his education:** the student is actively enrolled in an educational institution. The SBHA will get third-party verification from the academic or vocational educational institution confirming that the student is enrolled and the verification will specify the details about the timing of classes in which the student is enrolled.

**Gainfully employed:** the work schedule (hours scheduled to work) from the employee which will be obtained by third-party verification to confirm the family's eligibility for child care expenses.

**Gender Identity:** Actual or perceived gender-related characteristics.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Guest:** A person temporarily staying (not living) in the unit with the consent of a family member of the household who has express or implied authority to do so on behalf of the tenant.

**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 approved to reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults, but are not members of the family.

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

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

**Housing Choice 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. The voucher also states the obligations of the family under the program.

**Housing Choice Voucher Holder:** A family that has a voucher that has not expired.

**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.

**Independent student:** To be an independent student the student is required to meet one or more of the following criteria: (1) Be at least 24 years old by December 31 of the award year for which aid is sought; (2) Be an orphan or a ward of the court through the age of 18; (3) Be a veteran of the U.S. Armed Forces; (4) Have legal dependents other than a spouse (ex: dependent children or an elderly dependent parent); (5) Be a graduate or professional student; or, (6) Be married. (U.S. Department of Education definition)

**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 re-certifications when a change in a household's circumstances warrant such a reexamination.

**Institution of Higher Education:** See the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002 (FR 4/10/06, pp 18149-18150 for a complete definition).

**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 participant for the leasing of a dwelling unit to the resident. 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.

**Legal Residence:** May be documented by presentation of utility bills, rental receipts, or payroll stubs in the family's name to prove 12 months of residency.

**Live-in aide:** A person who resides in a unit (must be the aide's only place of residence) to care for a family member who is disabled or at least 50 years of age 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. The SBHA may use IRS publication 502 as guidance in defining medical care and determining what to allow as a medical expense.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- A. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- B. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head (including co-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 disposal 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 resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Non-citizen:** A person who is neither a citizen nor national of the United States.

**Non-recurring:** Not repeatedly, not repetitively, not again.

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

**Other Adult:** A family member, other than the head, spouse or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

**Other person under the family's control:** The person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from a family member of the household who has express or implied authority to so consent on behalf of the family.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Parents:** (for the purpose of student eligibility restrictions and consistent with long-standing HUD policy regarding eligibility for the Section 8 Programs) The biological or adoptive parents, or guardians (e.g. grandparents, aunt/uncle, godparents, etc.).

**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 Housing Choice Voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a Housing Choice Voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Permanently Absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with disabilities:** A person who:

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

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

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

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

- (1) is expected to be of long-continued and indefinite duration,
- (2) substantially impedes his or her ability to live independently, and
- (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

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

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;
- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immune deficiency syndrome or any conditions arising from the etiologic agent for acquired immune deficiency 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:** Refers to the process of leasing a dwelling unit with tenant-based housing voucher assistance outside of the jurisdiction of the PHA that initially issues the family its voucher (the initial PHA).

**Premises:** The building, complex or development in which the public or assisted housing 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 Assistance Program:** A Section 8 program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the federal Register, Vol 66, No. 10 on January 16, 2001 Revisions to PHA Project-Based Assistance Program; Initial Guidance.

**Pro-ration 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 Housing Choice 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.

**Sexual Orientation:** Homosexuality, heterosexuality, or bisexuality.

**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).

**Sporadic:** Nonrecurring, not at regular intervals.

**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.

**Student:** All students enrolled either full-time or part-time at an institution of higher education.

**Studio Apartment:** A small apartment consisting of one main living space, a kitchen, and a bathroom.

**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 Housing Choice 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.

**Temporary:** Limited, not regularly.

**Temporarily Absent:** Limited time, not permanent. (Ex. if children are temporarily away from home because of placement in foster care).

**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.

Is defined as independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by the PHA and returned directly to the PHA from the independent source.

The tenant shall not hand carry documents to or from the independent source. The PHA may elect to mail, fax, or e-mail the verification request form to the independent source.

In the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information, the PHA may pursue oral third party verification.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

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.

**Training Program:** "A learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: classroom training in a specific occupational skill, on-the-job training with wages subsidized by the program, or basic education."(PHI 98-2, p3)

**Tuition:** Shall have the meaning given this term by the institution of higher education in which the student is enrolled.

**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:** 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).

The three types of verifications 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]

**Veteran:** {U.S.C. 101(2)} A person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

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

**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 Housing Choice voucher with unexpired search time.

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

**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]

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

**Welfare to work (MTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

**Working families:** (For the purpose of preference on the Waiting List) Families in which the Head of Household, spouse, or co-head are working more than 20 hours a week. A self-employed person will be considered to meet the requirement if the net monthly earnings have equaled the dollar value of 20 hours per week at minimum wage.

## Acronyms

ACC .....	Annual Contributions Contract
CACC .....	Consolidated Annual Contributions Contract
CFR.....	Code of Federal Regulations
FMR.....	Fair Market Rent
FSS .....	Family Self Sufficiency (program)
HA .....	Housing Authority
HAP .....	Housing Assistance Payment
HCDA.....	Housing and Community Development Act
HQS .....	Housing Quality Standards
HUD .....	Department of Housing and Urban Development
INS.....	(U.S.) Immigration and Naturalization Service
NAHA.....	(Cranston-Gonzalez) National Affordable Housing Act
NOFA .....	Notice of Funding Availability
OMB .....	(U.S.) Office of Management and Budget
PBC.....	Project-Based Certificate (program)
QHWRA .....	Quality Housing and Work Responsibility Act of 1998
PHA .....	Public Housing Agency
TTP .....	Total Tenant Payment

**Current Participation levels for Public Housing by Race, Ethnicity and Special Needs – an assessment for our site based waiting list:**

NE078P	Total Residents	Disabled	Elderly	White	Hispanic	Am Indian	Black	Native Hawaiian	Asian
	365	58	203	115	168	7	0	2	0

NE078VO Totals:

730	203	115	518	212	43	11	0	1
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Thus, our assessment is that our public housing and voucher program opportunities are available to anyone regardless of race, color, national origin, sex, familial status, religion, gender orientation, or disability.

A Public Hearing was held on Monday March 19<sup>th</sup>, 2012 at the Scotts Bluff County Housing Authority Community Room at 89A Woodley Park Road, Gering, NE 69341

One resident was in attendance – Daniel Knaub. He, however, declined the public meeting and said he would prefer to hear about the Agency Plan at the Resident Council meeting which was held March 20<sup>th</sup> at 3 PM at the same location.

Director Bentley presented at the Scotts Bluff Public Housing Resident Council at the above address at 3 PM on the same day to receive additional comments from the residents regarding the Agency Plan, Section 8 Administrative Plan, public housing ACOP changes which would become effective July 1, 2012.

Residents in attendance included: George Cortinez, Ann Ashcraft, Ruth Weis, Daniel Knaub, Marietta Wamsley, Donna Hatcher. They offered no comments on the 2012 Agency Plan or policies. Questions were received regarding the maintenance of the washer and dryers at one of the community complex's and possible training for one resident who consistently overfilled the machines. No other comments were received.