PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 8/30/2011

1.0 **PHA Information**
PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY PHA Code: OH012
PHA Type: ☐ Small ☐ High Performing ☒ Standard ☐ HCV (Section 8)
PHA Fiscal Year Beginning: (MM/YYYY): 07/01/2012

2.0 **Inventory** (based on ACC units at time of FY beginning in 1.0 above)
Number of PH units: 1448 Number of HCV units: 2900

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

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

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

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

5.1 **Mission.** State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

The mission of the LMHA is to provide decent, safe, affordable housing free from discrimination to qualifying individuals.

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.

The following are LMHA's goals for 2012. Each goal is broken down by discrete tasks designed to facilitate goal attainment. ***Note that LMHA's report on the progress made toward meeting goals in the previous 5-Year Plan is in Section 10.0(a).***

Goal #1: Expand the supply of affordable housing via the following objectives:

- Apply for additional vouchers if funds are available and the criteria for the funding can be met. Specifically, LMHA hopes to obtain 25 to 50 VASH vouchers in 2012.
- Strive to maintain or improve upon occupancy rates in PHA units.
- LMHA has partnered with Lorain County Department of Community Development to construct single family ranch style homes for rental to low-income persons utilizing Neighborhood Stabilization Program (NSP) funds awarded to Lorain County. The plan is to develop 4 units in Sheffield Township and 2 units in the City of Oberlin.
- Leverage private or other public funds to create additional housing opportunities.

Goal #2: Improve the quality of affordable housing via the following objectives:

- Renovate and modernize public housing interiors, exteriors, common areas, sites/grounds and building systems utilizing Capital Funds
- Redevelop properties which are functionally obsolete, which may include demolition or disposition of units
- Improve the management of public housing properties by training staff and improving management facilities
- Implement universal design and visitability features during capital projects
- Strive for High Performer status under PHAS and SEMAP
- Substantially renovate 52 units of scattered site public housing in the John Frederick Oberlin Homes development (AMP 4). Upon completion of the project, there will be 51 units.
- Through collaboration with the City of Lorain, apply for planning grants, such as the Choice Neighborhoods, to facilitate LMHA's research into the feasibility of the redevelopment of Southside Gardens.
- Procure services of redevelopment consultants to create conceptual designs for the redevelopment of Wilkes Villa and Southside Gardens.

5.2	**Goal #3: Increase the supply of accessible housing via the following objectives:** • Create accessible units during capital improvement projects • Retrofit units with desired accessible features for residents who request accommodations • Implement universal design and visitability features during capital improvement projects • Create 9 units of fully accessible housing during the renovation of 52 units of scattered site housing in the John Frederick Oberlin Homes development (OH012004/AMP 4). LMHA anticipates creating four 2-bedroom, four 3-bedroom, and one 4-bedroom accessible units. All units will implement elements of universal design and visitability. • LMHA intends to construct two (2) accessible units in the NSP development project. **Goal #4: Encourage and support self-sufficiency and homeownership via the following objectives:** • Continue to promote LMHA's very successful homeownership program through the HCV Program. • LMHA's HCV Homeownership program has a goal of six (6) new homeowners in 2012. • Continue to support the public housing and HCVP FSS participants • Strive to maintain a minimum of 25 participants in HCVP FSS; currently have 45 participants • Establish job creation goals for participants to increase employment • Connect participants to services in the community **Goal #5: Promote and market affordable housing in Lorain County via the following objectives:** • Advertise through a variety of diverse daily and monthly publications and media, such as traditional newspapers, radio advertisements, ethnic publications, transit buses, and coupon programs, to ensure residents of Lorain County are aware of the availability of affordable housing without discrimination • Periodically provide incentives for leasing, such as reduced security deposits, first full month's rent free, and resident referral bonuses **Goal #6: Enhance the safety of the living environment for public housing residents via the following objectives:** • Continue to provide protective services at various properties as needed • Continue to provide above baseline police protection services at public housing family sites and high rises. • Install improved camera observation systems at Kennedy, Riverview and Lakeview Plazas in 2012 **Goal #7: Explore Green Initiatives via the following objectives:** • LMHA intends to incorporate green initiatives in its Capital Fund projects to the extent economically feasible • Alternative energy opportunities, primarily wind turbines and solar power, are being researched for implementation at Kennedy, Lakeview and Riverview Plazas • LMHA shall seek to implement Alternative Energy sources at its properties • Energy Audits will be conducted at all LMHA properties in 2012. Economically feasible recommendations will be implemented.

6.0

PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures**
   The LMHA shall combine the HCVP and PHA Admissions department. Admissions preferences have been revised (See Draft of 2012 ACOP Appendix III to see previous and revised versions). In summary: the definition of the Veteran's preference shall be revised; Homeless and Rent Burden preferences shall be combined; Displaced by Government Action and Displaced by Natural Disaster preferences shall be combined; removal of the preference for applicants who are leaving the Shelter Plus Care program.

2. **Financial Resources**
   Following is a statement of Financial Resources – Expended on eligible purposes

   a. **Federal Grants – Current**

Public Housing Operating Fund	$6,082,458.00
Public Housing Capital Fund	$1,989,534.00
HOPE VI Revitalization	$0.00
HOPE VI Demolition	$0.00
Annual Contributions for Section 8 Tenant Based Assistance	$19,113,834.00
Resident Opportunity & Self-Sufficiency Grants	$297,659.00
Community Development Block Grant	$0.00
HOME	$0.00
Shelter Plus Care	$509,280.00
b. **Prior Year Federal Grants (unobligated funds only)**	$1,795,182.00
c. **Public Housing Dwelling Rental Income**	$1,855,315.00
Total:	$31,643,262.00

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

Public Housing rents are determined in accordance with the provisions defined in the Admissions and Continued Occupancy Plan (ACOP) pages 6-14. Previously, LMHA would increase a tenant's rent if the gross monthly household income increased by a minimum of $200 unless the increase was a result of a new income source. LMHA shall increase this threshold to $500. LMHA shall be increasing the minimum rent from 0 to $25. Late fees shall be increased from $10 to $25.

Housing Choice Voucher Program rents are determined in accordance with the provisions defined in the HCVP Administrative Plan. Previously, LMHA would increase a participants' rent if the gross monthly household income increased by a minimum of $200 unless the increase was a result of a new income source. LMHA shall increase this threshold to $500.

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.

LMHA has adopted the following rules, standards and policies which govern the management, operation and maintenance of the Public Housing and Housing Choice Voucher Program.

Fair Housing Policy
Public Housing Admissions and Continued Occupancy Policy(ACOP)
Housing Choice Voucher Program (HCVP) Administrative Plan
Tenant Selection Plan for Harr and International Plazas
Applicant Screening Policy
One Strike Policy
EIV Usage Policy
EIV Security Policy
Deconcentration Policy
Community Service Policy
Transfer Policy
VAWA Policy
Pet Policy
Eviction Policy
Air Conditioner Surcharge Policy
Excess Water Consumption Surcharge Policy
Scattered Site Eligibility Criteria
Integrated Pest Management Extermination Policy
Bed Bug Policy
Smoke Detector Policy
Inspection Policy

The Public Housing ACOP has been updated in the following areas:

Definitions of Co-head, Elderly Family, Disabled Family, Family, Near-Elderly Family, Family of Veteran or Service Person, Veteran, and Spouse have been revised. HCVP eliminated preferences for disabled children and current LMHA PH residents in need of an accommodation that PH cannot provide.

***Grievance Procedure* was corrected.** Not all references to allowing 10 days for tenants and participants to file a grievance instead of 5 days were adjusted in 2010. See Appendix XVI.

Income Limits updated to reflect HUD revised income limits effective 12/2011

Air Conditioning Policy: reduced fees charged to tenants for installation of tenant-owned a/c units

EIV Policy revised to reflect the LMHA-adopted $500 substantial difference threshold for increase in same-source income which requires a rent change

LMHA Transfer policy: In cases where LMHA determines to offer a unit to a resident due to VAWA, the LMHA shall not be obligated to offer more than one unit.

Community Service Policy revised to include the Resident Services Department to counsel residents who are required to perform community service

Applicant Screening Policy revised to state that applicants must have at a minimum, a clear three (3) year criminal history from the date of completion of sentencing requirements, an increase from 2 years.

Minimum Rents will increase from 0 to $25.

The Public Housing Lease will be modified to increase the fee for late payment of rent from $10 to $25.

LMHA is Managing Agent for Lorain County Elderly Housing Corp. (LCEHC) which owns Harr Plaza and International Plazas (Section 8 New Construction properties). The LCEHC Tenant Selection Plan was amended to incorporate changes in EIV.

Lorain Metropolitan Housing Authority shall serve as the Managing Agent for the redeveloped Oberlin Homes, on behalf of LMHA Oberlin Homes LLC, which will own the 51 units in the Oberlin Homes LIHTC Project. In addition to LIHTC eligibility criteria, the LMHA Admissions and Continued Occupancy Policy (ACOP) shall govern the LMHA's management of the 51 public housing units.

6.0 ***The HCVP Administrative Plan was amended as follows:***

Chapter 2 Section B. Family Composition: added the new definition of a family per CFR 5.403 to "A family also includes…..but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

Chapter 2 Section B. Family Composition: removed the sentence under Co-Head, "A co-head cannot be granted preferences for purposes of eligibility during the HCV Program application process."

Chapter 3 Section A. Overview Of Application Taking Process: added "The purpose of application taking is to permit the PHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information". Also added "This may include an on-line application".

Removed "Victims of government declared natural disasters will be given a preference" since we discuss this later in the Plan.

Chapter 3 Section B. Opening/Closing of Application Taking: added "The PHA, at its discretion, may restrict application intake, suspend application intake and close waiting lists in whole or in part. The PHA may open or close the list by local preference category. The decision to close the waiting list will be based on the number of applicants who qualify for a local preference, and the ability of the PHA to house applicants within a reasonable period of time.

Section for Closing the Waiting List: modified previous language as "The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws". Also added "During the period when the waiting list is closed, the PHA will not maintain a list of individuals who wish to be notified when the waiting list is open. Suspension of application taking is announced in the same way as opening the waiting list." "The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 24 months. The PHA will give at least 15-day notice prior to closing the waiting list. The PHA will announce the closing of the waiting list by public notice. When the period for accepting applications is over, the PHA will add the new applications to the list by: Local preference priority, and/or date and time of application receipt."

Chapter 3 Section F. Completion of a Full Application. Changed heading to "Information Required For Admission.

Removed the entire section from "All Local Preferences claimed on the application or while the family is on the waiting list will be verified:….to The full application will be communicated as requested as an accommodation to a person with a disability.

Under sub-heading, "Requirement to Attend Interview" added "All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship."

Add "If the head of household cannot attend the interview, the PHA may make an accommodation".

Chapter 3 Section F. Requirement to Attend Interview. Changed "14 business days" for the family to supply information to the office to "a reasonable amount of time".

Chapter 3 Section H. Final Determination and Notification of Eligibility. Removed paragraph currently in place and replaced it with five paragraphs for more detail.

6.0	Chapter 4 Section D. Local Preferences. Added "Preferences apply to head, spouse or co-head. Removed the detail of the Veteran preference and redefined it as "Families where the Head, Spouse or Co-Head is a veteran who served in the active military or naval service of the United States, including families of deceased veterans or deceased persons who were so serving at the time of death. Etc…" Changed the #2 preference from Live OR Work in Lorain County to "Residency Preference" and removed the detail. The preference states "Families where the Head, Spouse or Co-head lives or works in Lorain County and can provide proof of address. Changed the #3 preference, removing the details and simply adding "Working Preference – Families where the Head, Spouse or Co-Head have been steadily employed for the past 90 days or more. Employment is defined as working a minimum of 10 hours per week at an established business source. Families where the Head, Spouse or Co-Head is receiving Social Security and/or Supplemental Security Income or 62 years of age or older receive this preference." Changed the #4 preference, removing the details and combining the PH preference for Homeless applicants. The preference now states "Families where the Head, Spouse or Co-Head is currently paying more than **50**% of their gross monthly income towards rent and utilities for the last 90 days. Mortgages and homes in foreclosures are not included. Must provide a lease in their name, 3 months of rent receipts and 12 month utility print-out. Families that are homeless and can submit verification from a shelter or qualifying agency." Combined the #5 and #6 Preference. It now reads "Displaced or Victim of Natural Disaster. We no longer use the #7 preference for current LMHA PH residents in need of an accommodation that PH can no longer give. We no longer use the #8 preference for disabled children. Chapter 4 Section F. Initial Determination of Local Preference Qualifications: added "If, at the time the family applied, the preference claimed was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list." Chapter 4 Section G. Targeted Funding: adding "Veterans Affairs Supportive Housing" and "Non-Elderly Disabled Applicants". Chapter 4 Section I. Order of Selection: removed "Victims of natural disasters will be given a preference. All other preferences will be equal to one point. The more preferences an applicant has, the higher the applicant's place on the waiting list." Added "The PHA has selected the following system to apply local preferences. Local preferences will be aggregated using the following system: Each preference will receive an allocation of points. The more preference points an applicant has, the higher the applicant's place on the waiting list." Chapter 6 Section C. Reporting Additions to Owners & PHA: added "spouse or co-head" to We should consider the family composition as the people who are directly related to the head of household…." Chapter 6 Section C. Reporting Additions to Owners & PHA: added "Brother/Sister wishes to add an individual sibling (excludes sibling with significant other and/or with children". Chapter 8 Section B. Briefing Types and Required Attendance: changed the "owner briefing" to "landlord briefing". Added "These are offered at the office or on-line. Landlords must complete a certification when viewing on-line for a Certificate of Completion." Chapter 9 Section A. Request For Approval Of Tenancy: removed "Currently, cities that require an occupancy permit are Lorain and Sheffield Lake." Chapter 9 Section C. Lease Review: Changed the first paragraph to read "The PHA no longer offers a standard lease. The PHA offers the tenancy addendum, and the Lead Warning Statement form. The PHA will review any submitted lease….." Chapter 10 Section C. Annual HQS Inspections: added a new policy on re-inspections of annual inspections. "The PHA will accept an owner and tenant certification as proof that certain deficiencies have been repaired without having a physical re-inspection. This is only the case when a single item fails. This includes any of the following deficiencies: missing light globe; missing 3rd floor escape ladder; owner-provided stove burner or oven not working; torn/missing screen on window or door; inside door knob assembly missing/broken; storm door plunger missing/broken; dishwasher or garbage disposal repair/remove; bathroom ceiling vent fan install/repair; missing drain stoppers; missing/broken refrigerator door gasket; closet door off track; street number not present and/or visible from street; grass or weed over 12 inches tall; tub caulking missing; mold-like substance in area; heat registers not secured; a failed item for which the owner has a receipt verifying the item/part is on order. The owner and tenant must certify the repair has been made. The PHA will not need to perform a re-inspection but reserves the right to perform a re-inspection if there is just cause." Chapter 10 Section G. Emergency Repair: removed any reference to SIMS Chapter 10 Section G. Emergency Repair: removed the 24-Hour Notice of Intention to Terminate Housing Assistance Payments Chapter 12 Section B. Annual Recertification/Reexamination: Movers Between Reexamination – added "If the HA uses the 50058 code of "2". The anniversary date will remain the same if the HA uses the 50058 code of "7".

Chapter 12. Section C. Change source change from $200 to $500.

Chapter 12 Section E: added example of Imputed Welfare for Sanction.

Chapter 16 Section A. Disapproval of Owner: added "The owner is a convicted sexual offender under the state sex offender registration program."

Chapter 16 Section C. Change in Ownership: added language for Change in Ownership due to Death

Chapter 17 Section A. Repayment Agreement For Families: removed "Operations Manager" from the policy

Chapter 17 Section E. Owner Debts to the PHA: remove "Offer a repayment agreement to the owner for the amount owed."

Section F. Writing Off Debts: changed the amount of $25 to $100 per resolution and removed the part "…and the debtor cannot be located". Also removed the sentence in the last paragraph that read "After seven years, they do not have to repay the debt and the file will be shredded" as LMHA does not have a debt-forgiveness policy

6.0

5 Grievance Procedures. A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
The grievance procedure was corrected. Not all references to allowing 10 days for tenants and participants to file a grievance instead of 5 days were adjusted in 2010. See Appendix XVI.

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.
The LMHA is Managing Agent for Harr Plaza (OH168023024) and International Plaza (OH168023023), each containing 100 units, all of which are designated for elderly and disabled persons. The designation was approved for Harr Plaza September 27, 1976 and for International Plaza November 19, 1976.

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).**
Community Service Policy was revised to include the Resident Services Department to counsel residents who are required to perform community service. Details regarding LMHA's compliance with community service requirements, income changes and services offered to assist families are detailed in the policy, located in the ACOP Appendix X.

The LMHA FSS Program will strive to promote and encourage the coordination of public and private resources to enable families to achieve independence and self sufficiency, the incentive behind this promotion being the establishment of an FSS escrow account.

FSS Participants are referred to various sites in the community if they should have need for Adult Basic Education or GED preparation. The Lorain County Joint Vocational School (JVS) offers job placement and counseling services, plus many vocational studies to help students to pursue non-traditional careers, remedial training, and concentrated training in a variety of office positions. JVS provides financial assistance through Pell grants, OIG assistance, and Single Parent Financial Assistance Program. Lorain County Community College (LCCC) offers a continuing education program through the Partnership Program, on-site childcare, financial aid, and groups designated to assist students in specific fields educationally and culturally.

Women's Link Program assists displaced homemakers and/or women re-entering as students. Ohio Department of Jobs and Family Services assists TANF recipients in pursuing higher education, provide grant and loan information, career counseling and GED classes. LMHA has partnered with the Employment NetWork to provide a one-stop location for self-help seminars, training programs, a computer lab and information about employment opportunities.

LMHA educational program provides opportunities for up to $800.00 a year in educational grants. LMHA developed the Jump Start program as a way to guarantee that employment and other economic opportunities be directed towards residents, particularly those who are recipients of government housing assistance. Approximately 3% of LMHA's workforces are public housing and or section eight participants. LMHA partnered with Horizon Activities Center to provide childcare and educational programs at LMHA's on-site facility in the Wilkes Villa development.

The FSS Program Coordinating Committee is composed of representatives from Lorain County whose mission is to assist in the proper implementation of the program. Persons and agencies involved are Lorain National Bank, Lorain Community Development, Lorain County Resident, LMHA Resident, Real Estate Agent and Legal Council.

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.

(i) ***Due to the incidence of drug-related crime in the areas surrounding or adjacent to some of LMHA's properties, LMHA sees a need for measures to ensure the safety of its residents. Though crime rates are lower in LMHA properties when compared to any comparable geographical size or population in which they are located, residents might be fearful for the safety of their families. Additionally, some people on waiting list are reluctant to move into one or more developments due to perceived and/or actual levels of minor and/or drug-related crime.***

(ii) ***LMHA contracts with off-duty police officers to provide above-baseline services by patrolling various properties. Supplemental services are provided by private security firms to deter, document, and report undesirable activities. LMHA contracts with an off-duty police officer with a trained drug-dog to randomly patrol public housing properties. LMHA resident volunteers are trained to participate in the Resident Assistance Watch (RAW) program where they provide an internal neighborhood watch program within the high rise properties. LMHA's Criminal Investigator works with law enforcement agencies and the city-wide neighborhood watch programs.***

(iii) ***LMHA's Criminal Investigator meets with the local police departments and the county sheriff's department at least once per week to discuss results of patrols in LMHA properties. On a monthly basis, Investigator meets with the officer who patrols with the drug dog to review reports and potential areas of concern. The Investigator also coordinates activities with the Marshall Service, local narcotic bureaus, and detective bureaus. The Investigator and Executive Director meet annually with the Chiefs of Police and Patrol Liaison Officers to discus crime trends, ongoing resident problems, and target areas for drugs and criminal activity.***

9 Pets. A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
No changes have been implemented since the last submission of the LMHA Annual Plan.

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.

6.0

It is the policy and commitment of the Lorain Metropolitan Housing Authority (LMHA) to ensure that fair and equal housing opportunities are granted to all persons, in all housing opportunities and development activities funded by the United States Department of Housing and Urban Development (HUD), regardless of race, color, religion, gender, marital status, familial status as defined in Section 4112.01 of the Ohio Revised Code, national origin, ancestry, military status as defined in that section, or disability as defined in that section. This is done through a program of education, analysis of impediments, a Fair Housing Officer, and development of a procedure for complaints of discrimination.

The LMHA will perform a periodic analysis of impediments to fair housing choices. The analysis shall determine if any action, decisions or omissions which adversely affect housing choices is influenced by LMHA policies, procedures or practices.

LMHA will annually adopt the Fair Housing Policy Statement and Resolution demonstrating its commitment to promoting fair housing rights and choice. LMHA shall continue to advertise through various forms of media to attract potential tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. All advertising for LMHA's owned or managed properties contain the Equal Housing Opportunity logo.

LMHA provides to applicants a list of other affordable housing providers in the area so that they may consider alternative housing choices. LMHA displays Fair Housing posters in all management locations signifying their commitment to fair housing. All of LMHA's bid advertisements include the phrase "Equal Opportunity/Affirmative Action Employer."

LMHA attends and participates in annual Fair Housing conferences in the county.
If a tenant or applicant complains to LMHA that they were a victim of discrimination, the LMHA Management staff shall immediately investigate the complaint and make efforts to expeditiously resolve it. If the complainant is not satisfied with the proposed resolution, the staff shall contact the LMHA Fair Housing Officer for further investigation and remediation efforts. The staff shall also provide to the complainant information on how to issue a complaint to the Ohio Civil Rights Commission (888-278-7101) or to the Fair Housing and Equal Opportunity division at HUD (800-669-9777).

LMHA periodically hires testers to apply for LMHA housing programs to assess any instances of discrimination. The results of the testing are used to educate LMHA staff in how to ensure nondiscrimination in the performance of their jobs.

LMHA assures that the Annual Plan is consistent with the Consolidated Plans with the cities of Elyria and Lorain.

11. Fiscal Year Audit. The results of the most recent fiscal year audit for the PHA.
The LMHA fiscal year audit is available for review at the LMHA Central Office 1600 Kansas Ave., Lorain, OH 44052

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.

In 2007, LMHA conducted a Physical Needs Assessment (PNA), Section 202 Analysis, Energy Audit and Market Study of all properties. The capital needs of the properties were prioritized based upon the PNA. All short-term needs identified in the PNA were added to the CFP 5-Year Plan if not already included. Strategic, long-range plans, including substantial renovation, demolition, deconcentration and redevelopment, were developed for properties identified as functionally obsolete. A new PNA, Energy Audit and Marketing Study will be conducted in 2012.

Due to the lack of sufficient funding to complete all high-priority capital improvement projects at all properties, the priorities must be refined even further. This ensures that projects which impact health and safety issues, integrity of critical building systems, and long-term viability of structures are performed first. These decisions are based not only on the PNA but also upon results of UPCS inspections and input from COCC administrators, site management, site staff, and resident surveys or meetings.

The Housing Authority has also determined to address the accessible needs of the community by implementing visitability and universal design concepts in its projects. LMHA has prudently and assertively worked towards attaining its Section 504 goals.

LMHA will continually review its AMP structures to best serve the Housing Authority's development activities and efficiencies of operations.

6.0

The current plans for modernization activities are included in the agency's Annual Statement and Five-Year Action Plan.

***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;
LMHA staff collaborates closely with local community agencies providing services and programs related to domestic violence, dating violence, sexual assault, or stalking to ensure that current information and all informational community programs are available to applicants, residents and staff.
El Centro de Servicios Sociales Inc.
1888 E 31st,
Lorain, Ohio 44055

Lorain County Board of Mental Health
1173 North Ridge Road, East Suite 101
Lorain, Ohio 44055

Genesis House (Safe House)
PO Box 718
Lorain, OH 44052

Pathway Counseling & Growth Center
312 Third Street
Elyria, OH 44035

Nord Center
29133 Health Campus Drive
Westview, OH 44145

***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
LMHA supports the laws and requirements outlined in the VAWA and will continue to administer its housing programs in ways that support programs for applicants and residents who may be victims of domestic violence, dating violence, sexual assault, or stalking.

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.
Applicants and residents are made aware of their rights under VAWA, including their right to confidentiality. Informational brochures and notice of community activities regarding domestic violence, dating violence, sexual assault, and stalking are displayed throughout LMHA offices and made available to applicants and residents.

(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.

LMHA will post the 5-Year and Annual PHA plan on its website which is www.lmha.org.

Plans will also be available at LMHA administrative offices at 1600 Kansas Ave., Lorain and AMP offices located at:
2153 Lorain Drive, Lorain
1730 Broadway, Lorain
310 W. 7th Street, Lorain
3010 Vine Ave., Lorain
129 Milan Ave., Amherst
138 South Main St., Oberlin
104 Louden Court, Elyria
310 East Ave., Elyria

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

(a) LMHA was awarded Low Income Housing Tax Credits (LIHTC) for the preservation of low income housing units by substantially renovating 52 of 54 scattered site public housing "pagoda" units in LMHA's AMP 4 (OH012000004) in the City of Oberlin. This project consists of the renovation of 41 buildings comprised of detached homes and duplex buildings. The project will result in 20 two-bedroom duplex units, 27 three-bedroom detached homes, and 4 four-bedroom detached homes. Nine of the 51 units (or 18%) will be fully accessible for the mobility impaired, and an additional two units (or 4%) will be equipped for sensory impaired residents.

The project scope includes an interior re-design plus the removal of existing roofs and rebuilding of new style gable or hip roofs. Specifically, the work includes replacement of windows, complete kitchen and bath renovation, replacement of existing floor coverings, and the replacement of plumbing, electrical, and HVAC systems with energy efficient systems. Exterior work will include the replacement of existing storage sheds, new concrete drives, replacement of concrete stoops and walks, landscaping and back yard drainage.

LMHA has allocated $1.5 million of 2011 Capital Fund Program funding for this project (budget line item 1499 Development Activities). This project is a public/private partnership between the Lorain Metropolitan Housing Authority and NRP Holdings LLC, who are serving as co-developers of the project under 24 CFR Part 941, Subpart F, Mixed Finance Development.

LMHA submitted to HUD's Special Applications Center (SAC) an application for disposition (i.e., Inventory Removal Application) for the 52 units, the application was approved on June 26, 2012. The disposition is in the best interests of the residents and the LMHA because it will improve the quality of public housing in the community. Furthermore, the disposition of this property will enable the property to be developed pursuant to a mixed-finance development method under 24 CFR 941 Subpart F. The improvements on the property to be sold and the land ground leased to LMHA Oberlin Homes LLC, a partnership composed of a non-profit instrumentality of the Lorain Metropolitan Housing Authority known as LMHA Oberlin Homes MM LLC and an investor member. All units will remain as public housing.

The units approved for disposition are:

- Twenty-two 2-bedroom units: 166/168 N. Park St.; 126/128/226/228 S. Park St.; 65/67/70/72/76/78 Berger Ct.; 121/123 S. Pleasant St.; 201/203/221/223 Groveland St.; 118/120/124/126 E. Vine St.
- Twenty-six 3-bedroom units: 160 N. Park St.; 112/120/210/216/220/234 S. Park St.; 54/56/57/64/73/75/83 Berger Ct.; 109/115 S. Pleasant St.; 142/148/197/213/227 Groveland St.; 119 Locust St.; 8 Edison; 7/13/21 W. Lincoln St.
- Four 4-bedroom units: 51/86 Berger Ct.; 204 S. Park St.; 207 Groveland St.

The 2-bedroom duplex at 76-78 Berger Ct. will be merged into one detached 4-bedroom fully accessible unit, resulting in the reduction of the number of units from 52 to 51.

Two of the 54 units not included in the renovation project are 3-bedroom fully-accessible ranches. 106 South Park Street was rebuilt in 2004. 358 South Main Street was substantially renovated using Capital Fund Program funding in 2010 and served as the prototype for the renovation of the 52 remaining units. These two units will remain as Public Housing units in LMHA's AMP 4 (OH012000004).

LMHA will submit an application for Mixed Finance Modernization in fiscal year 2013. LMHA shall not enter into any long-term ground lease or deed of sale for this disposition without HUD's prior written approval of the evidentiary submission for a mixed-finance transaction as set forth in 24 CFR Part 941, Subpart F.

7.0	***(b) LMHA will be removing two units from inventory in 2012 as described below:*** ***Unit #010001: A zero-bedroom unit located at 310 W 7th Street, Apt. #101, Lorain, OH 44052 to be removed from inventory as a residential unit and consolidated with the current management office for the purposes of enlarging the office to make it accessible for persons with disabilities and to better serve the residents.*** ***Unit #006001: A 2-bedroom unit located at 310 East Avenue, Apt. #101, Elyria, OH 44035 to be removed from inventory as a residential unit and consolidated with the current maintenance space for the purposes of expanding the maintenance space; to create meeting space and appropriate lunch room facilities for employees; and to provide an improved office for tenant council. These changes will generate space for accessible public restrooms and will facilitate the enlargement of the management office making it accessible for persons with disabilities and to better serve the residents.*** ***LMHA intends to take offline one 6-bedroom unit at Wilkes Villa for the purposes of establishing a Health and Dental Clinic in collaboration with the Lorain County Health and Dentistry Clinic.*** ***LMHA will be submitting demolition applications in 2012 for two (2) buildings:*** • ***Building #003010 at Wilkes Villa in AMP 3 (OH012000003); Unit addresses: 174, 176, 178, 180, 182, 184, 186, 188 Pratt Blvd, Elyria, Ohio 44035. Each unit is 4-bedrooms. The building was destroyed by fire September 13, 2011.*** • ***Building #004093 at Southside Gardens in AMP 4 (OH012000004); Unit addresses: 1639, 1641, 1645, 1647 East 29th Street, Lorain, Ohio 44055. Units 1639 & 1641 are 2-bedroom units, Units 1645 & 1647 E 29th are 3 bedroom units. The building was destroyed by fire on January 24, 2012.*** ***(c) No conversion is being planned by LMHA.*** ***(d) LMHA provides Homeownership through the Housing Choice Voucher Program, has 68 active participants, and has assisted 108 participants in purchasing homes.*** ***(e) LMHA does not have any plans to utilize project based vouchers.***
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing. ***Attached are LMHA's Forms HUD-50075.1 for 2009, 2010, 2011, 2012.***
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. ***Attached is LMHA's Form HUD-50075.2 Five Year Action Plan for FY 2012.***
8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

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

Housing Needs of Families on the Section 8 tenant-based assistance Waiting List		
	# of Families	% of Total Families
Waiting list total	365	
Extremely low income (<=30% AMI)	274	75%
Very low income (>30% but <=50%AMI)	86	24%
Low Income (>50% but <80% AMI)	3	1%
Families with children	190	52%
Elderly families	52	14%
Families with Disabilities	136	37%
White	214	59%
Black/African American	116	32%
American Indian/Alaska Native	5	1%
Asian	1	0%
Native Hawaiian/other Pacific Islander	7	2%
Multi-racial	5	1%
Is the waiting list closed?	XX No	

9.0

Housing Needs of Families on the Public Housing Waiting List		
	# of Families	% of Total Families
Waiting list total	128	
Extremely low income (<=30% AMI)	122	95%
Very low income (>30% but <=50%AMI)	6	5%
Low Income (>50% but <80% AMI)	0	0%
Families with children	58	45%
Elderly families	0	0%
Families with Disabilities	5	4%
White	74	58%
Black/African American	52	41%
American Indian/Alaska Native	2	2%
Asian	0	0%
Native Hawaiian/other Pacific Islander	0	0%
Multi-racial	56	44%
Characteristics by Bedroom Size		
0 BR	1	1%
1 BR	51	40%
2 BR	66	51%
3 BR	8	6%
4 BR	2	2%
5 BR	0	0%
5+ BR	0	0%
Is the waiting list closed?	NO	

9.1

Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**

LMHA Housing Choice Voucher Program
LMHA utilizes a payment standard of 105% of the FMR in order to make housing affordable and allow for the greatest choice of housing for HCVP participants.

LMHA encourages HCVP participants/applicants to locate units outside of poverty concentration.

HCVP Units must pass HQS prior to the HAP Contract being executed with the owner.

LMHA will apply for additional vouchers if funds are available and the criteria for the funding can be met. Specifically, LMHA hopes to obtain 25 to 50 VASH vouchers in 2012.

Focus on continued growth of the FSS and Homeownership programs.

9.1	**Strategy for Addressing Housing Needs (continued)** **LMHA Public Housing Program** LMHA averages 50 vacant public housing units per month which results in 50 individuals/families being assisted with affordable housing each month. In order to expedite the preparation of vacant public housing units, LMHA contracts with private contractors to prepare the unit. This is done to minimize down time and offer safe, affordable housing to those individuals on the Public Housing Waiting List. All public housing units meet UPCS. In addition to annual inspections, LMHA performs: random inspections of units; routine special inspections of units which have demonstrated deficiencies in housekeeping; semi-annual safety inspections of units to ensure that critical safety systems (e.g. smoke/CO detectors, GFCI outlets, breaker panels, etc.) are functional. These inspections facilitate quicker turnaround of units upon move out. LMHA has implemented an extensive Preventive Maintenance (PM) program of the high rise building systems to ensure functionality, compliance with manufacturer recommendations, and to extend the expected useful life of all systems. LMHA uses Capital Fund dollars to update units to compete with the private market, to improve the quality of public housing units and to increase customer satisfaction. When an accessible unit is available and an applicant or current family does not need the accessibility, LMHA contacts agencies who deal with the population that would need the accessible unit and advise of the availability of such. LMHA increased its supply of accessible housing units in 2011 and will add 9 more accessible units (four 2-br, four 3-br and one 4-br) in FY 2012. LMHA will respond to requests for reasonable accommodations for modifications to units to ensure that the household member has full access to live in the apartment without limitations. During projects involving substantial renovations, units will be constructed/renovated utilizing principles of universal design and visitability. The LMHA has adopted rent policies and programs to support and encourage employment. Leverage private or other public funds to create additional affordable housing opportunities.

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

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

Expand the supply of affordable housing:

- LMHA obtained 25 VASH vouchers in 2011.
- LMHA maintained an average occupancy rate of 96-97% occupancy in its public housing units.
- LMHA partnered with Lorain County to administer Tenant Based Rental Assistance (TBRA) funds to assist HCVP applicants with security deposits and first month's rent.

Improve the quality of affordable housing

- LMHA successfully completed more than $3 million of capital improvements in various properties in 2011. These projects improved the quality of the units, common areas, building systems, building exteriors, and property/sites
- LMHA continues to be a high performer under SEMAP with the last SEMAP score being 96%.
- LMHA will meet with the new mayor of the City of Lorain's to develop a relationship which is integral in redeveloping Southside Gardens and the neighboring area.
- LMHA's award for Low Income Housing Tax Credits (LIHTC) to fund a project will substantially renovate 52 of 54 units of scattered site public housing in the John Frederick Oberlin Homes development (AMP 4 / OH012000004).
- LMHA has implemented an extensive Preventive Maintenance (PM) program of the high rise building systems to ensure functionality, compliance with manufacturer recommendations, and to extend the expected useful life of all systems.

Increase the supply of accessible housing

- LMHA's LIHTC project in Oberlin will add at least 9 fully accessible units. All renovated units will be constructed utilizing principles of universal design and visitability.
- LMHA has met 26% of its Section 504 goal towards establishing 73 accessible units.
- LMHA fulfilled several requests for reasonable accommodations in 2011, ranging from simple installation of grab bars, to installation of ramps, to replacement of bathtubs with roll-in or walk-in showers, to transferring the family to a fully accessible unit.

10.0

Encourage and support self-sufficiency and homeownership

- LMHA has provided 108 HCV participants with homeownership.
- LMHA achieved 4 new homeowners in 2011.
- LMHA's HCV FSS program had 1 graduate in 2011, who is totally self-sufficient (assistance free) and purchased a new home using FSS escrow funds.
- LMHA's Public Housing FSS program had 60 participants in 2011.
- LMHA hired a temporary part-time family self sufficiency case manager in 2011.

Enhance the safety of the living environment for public housing residents

- Capital projects include improved heavy duty screens
- Private security patrols were increased to provide enhanced monitoring of high rise lobbies during historically active nights and weekends
- LMHA's Criminal Investigator corresponds daily with local police and sheriff departments to advise them of any suspicious or potentially criminally related activities within LMHA properties.
- Crime rates in LMHA's public housing properties are lower than the local jurisdictions in which they are located.
- LMHA hired an off-duty police officer to patrol properties randomly with a drug dog.
- Resident Assistance Watch (RAW) patrols supplement the security and police patrols at high rise properties, inspiring residents to play an active role in the monitoring of the facilities.

Green Initiatives

- In current capital fund projects, consultants are conducting research into the feasibility of alternative energy sources, specifically wind turbines and solar energy, for Kennedy, Lakeview and Riverview Plazas.

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"

The definition of "significant amendment" is:

- ***any changes to the rent or admissions policies which require a Board resolution to implement***
- ***organization of the waiting list***

The definition of "substantial deviation/modification" is:

- ***additions of non-emergency work items (work items not included in the current Annual Statement or 5-Year Action Plan)***
- ***change in the use of replacement reserve funds under the Capital Fund Program***
- ***any change with regard to demolition or disposition, designation, homeownership programs or conversion activities***

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

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

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

Instructions form HUD-50075

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

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

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

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

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

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

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHA Certifications of Compliance with PHA Plans and Related Regulations

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 08/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or___ Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Lorain Metropolitan Housing Authority	OH012
PHA Name	PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 2012 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Evelyn C. France	Chairperson of the Board of Commissioners
Signature: Drake Hyslewell for	Date: 10/24/12

Civil Rights Certification	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **Expires 08/30/2011**

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Lorain Metropolitan Housing Authority	OH012
PHA Name	PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official Evelyn C. France	Title Chairperson of the Board of Commissioners
Signature Deb Hazewell for	Date 10/24/12

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB# 2577-0226** **Expires 08/30/2011**

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, CHASE RITENAUER the MAYOR OF THE CITY OF LORAIN certify that the Five Year and Annual PHA Plan of the LORAIN METROPOLITAN HOUSING AUTHORITY is consistent with the Consolidated Plan of the CITY OF LORAIN prepared pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB# 2577-0226 Expires 08/30/2011

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, HOLLY C. BRINDA the MAYOR OF THE CITY OF ELYRIA certify that the Five Year and Annual PHA Plan of the LORAIN METROPOLITAN HOUSING AUTHORITY is consistent with the Consolidated Plan of the CITY OF ELYRIA prepared pursuant to 24 CFR Part 91.

LMHA OCT 23 '12 11:19AM

Holly C. Brinda

Signed / Dated by Appropriate State or Local Official

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB# 2577-0226** **Expires 08/30/2011**

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, ERIC NORENBERG the CITY MANAGER OF THE CITY OF OBERLIN certify that the Five Year and Annual PHA Plan of the LORAIN METROPOLITAN HOUSING AUTHORITY is consistent with the Consolidated Plan of the State of Ohio prepared pursuant to 24 CFR Part 91.

11/13/12

Signed / Dated by Appropriate State or Local Official

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Lorain Metropolitan Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program Grant; Shelter Plus Care Funds; Ross Grant Funds;

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Homer A. Virden	Executive Director

Signature	Date
X Homer A. Virden	10/24/12

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

OMB Approval No. 2577-0157 (Exp. 01/31/2014)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Lorain Metropolitan Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program grant; Shelter Plus Care funds; Ross Grant funds

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Homer A. Virden	Executive Director

Signature	Date (mm/dd/yyyy)
Homer A. Virden	10-16-12

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Homer A. Virden
Print Name: Homer A. Virden
Title: Executive Director
Telephone No.: 440-288-7440 Date: 10/24/12

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

LORAIN METROPOLITAN HOUSING AUTHORITY

Resident Advisory Board Meeting for the Significant Amendment to

LMHA's 2012 Annual Plan

August 31, 2012

The proposed amendments to the annual plan were described to the Resident Advisory Board (RAB). All members understood the changes to the plan which were related to the LIHTC project, specifically in paragraphs 6.0(a)4 and 7.0(a).

The clarifying language in paragraph 7.0(b) relating to the removal from inventory of one unit at Lakeview Plaza and one unit at Riverview Plaza stirred some discussion, all of which was related to the scope of work and not relevant to the clarifying language.

One member of Riverview Plaza wanted to ensure that the project included new flooring for the office. LMHA representatives responded affirmatively.

Another member of Riverview Plaza was concerned that while the receptionist area and management office were being remodeled, the receptionist would be in an exposed and possibly unprotected area. LMHA representatives responded that the receptionist would not have an actual office in which they are enclosed, but that other employees would be in an about the building throughout the day. Services of a private security firm were procured to accompany the receptionist during the evening hours which were the primary concerns.

The Vice President of the Riverview Plaza council requested that some of the funding should be allocated for the updates of the kitchen facilities. LMHA advised that an upgrade to the kitchen facilities would be added to the five year plan for Fiscal Year 2014 (5 Year and Annual Plan 2013).

It should be noted that the RAB consists of residents and council members from all LMHA-managed properties. A resident of Harr Plaza and one from International Plaza, both LMHA-managed Section 8 New Construction properties, asked about funding for projects at their properties. LMHA representatives advised that the Capital Fund Program is not applicable to their properties. LMHA holds independent meetings with residents of these facilities during the year.

LORAIN METROPOLITAN HOUSING AUTHORITY

Public Hearing for the Significant Amendment to

LMHA's 2012 Annual Plan

2:00 p.m. on October 15, 2012

There were no comments on the Annual Plan at the hearing.

LMHA did receive comments during the 45-day review period recommending that the significant amendment include enough language to thoroughly describe the LIHTC project so the general public had a good understanding of the work. Such descriptive language was included.

Lorain Metropolitan Housing Authority

1600 KANSAS AVE
LORAIN OHIO 44052-3317

"Equal Opportunity Authority"

(440) 288-1600
TDD/TTY (800) 750-0750
WEB: WWW.LMHA.ORG

LORAIN METROPOLITAN HOUSING AUTHORITY

Had NO CHALLENGED ELEMENTS

To The SIGNIFICANT AMENDEMENT

To The ANNUAL PLAN

HOMER A. VIRDEN
EXECUTIVE DIRECTOR

EVELYN FRANCE
BOARD CHAIRPERSON

DRAKE HOPEWELL
BOARD VICE CHAIRPERSON

MICHAEL KELLEHER
BEATRICE NELSON
FELIX CARRION
COMMISSIONERS

DENNIS O'TOOLE
LEGAL COUNSEL

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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:	Grant Type and Number	FFY Grant:
LORAIN METROPOLITAN HOUSING AUTHORITY	Capital Fund Program Grant No: **OH12P01250110** placement Housing Factor No. Date of CFFP:	**2010** FFY of Grant Approval: **2010**

Type of Grant
☐**Original Statement** ☐**Reserve for Disasters/Emergencies** ☒**Revised Annual Statement (revision no: 4)**
☐**Performance and Evaluation Report for Period Ending 12/10** ☐**Final Performance and Evaluation Report**

Line	Summary By Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds	-0-	-0-	-0-	-0-
2	1406 Operations (may not exceed 20% of line 20)[3]	244,685	244,685	244,685	244,685
3	1408 Management Improvements	-0-	-0-	-0-	-0-
4	1410 Administration (may not exceed 10% of line 20)	266,237	266,237	266,237	266,237
5	1411 Audit	-0-	-0-	-0-	-0-
6	1415 Liquidated Damages	-0-	-0-	-0-	-0-
7	1430 Fees and Costs	226,000	441,180	296,123	155,563
8	1440 Site Acquisition	-0-	-0-	-0-	-0-
9	1450 Site Improvement	-0-	280,000	-0-	-0-
10	1460 Dwelling Structures	273,000	1,426,497	124,670	124,670
11	1465.1 Dwelling Equipment – Nonexpendable	-0-	3,774	3,774	3,774
12	1470 Non-dwelling Structures	-0-	-0-	-0-	-0-
13	1475 Non-dwelling Equipment	-0-	-0-	-0-	-0-
14	1485 Demolition	-0-	-0-	-0-	-0-
15	1492 Moving to Work Demonstration	-0-	-0-	-0-	-0-
16	1495.1 Relocation Costs	-0-	-0-	-0-	-0-
17	1499 Development Activities	1,500,000	-0-	-0-	-0-
18a	1501 Collateralization or Debt service paid by the PHA	-0-			
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	-0-			
		-0-	-0-	-0-	-0-
19	1502 Contingency (may not exceed 8% of line 20)	152,451	-0-		
20	**Amount of annual Grant: (Sum of lines2-19)**	**2,662,373**	**2,662,373**	**935,489**	**794,929**
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
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 and Date	Signature of Public Housing Director and Date
Homer Wilson 4/9/12	

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY	Grant Type and Number: Capital Fund Program Grant I OH12P01250; Replacement Housing Factor Grant No:	Federal FY of Grant: 2010

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended	
AMP 1								
OH 12-1 Leavitt Homes	No Work		200	-0-	-0-	-0-	-0-	
OH12-2 Westview Terrace	No Work		150	-0-	-0-	-0-	-0-	
OH12-12 Westgate Apts.	No Work		12	-0-	-0-	-0-	-0-	
OH12-120 8 Scattered Sites	~~Repair Crawl Space/concrete/vents/pumps~~	1460	8	-0-	-0-	-0-	-0-	Moved to 5 yr plan
AMP 2								
OH12-5 John F. Kennedy Plaza	Alternative Energy Source Hirise	1460	145 Hirise	-0-	50,000	-0-	-0-	from 5yr 2015
OH12-5 John F. Kennedy Plaza	Repair Hirise Exterior (1 bldg)	1460	1 bldg	-0-	100,000	-0-	-0-	from 5 yr 2015
OH12-5 John F. Kennedy Plaza	Install Roof Safety Protection	1460	1bldg	-0-	25,000	-0-	-0-	significant change
OH12-5 John F. Kennedy Plaza	Replace Lightning Arrestors	1460	1bldg	-0-	20,000	-0-	-0-	from 5 yr 2013
OH12-10 Lakeview Plaza	~~Replace Hallway Flooring (11) flrs~~	1460	210	-0-	-0-	-0-	-0-	Moved to 2011
OH12-10 Lakeview Plaza	Renovate Lobby/Office/Common Area	1460	210	-0-	50,000	-0-	-0-	from 5 yr 2014
OH12-10 Lakeview Plaza	~~Upgrade HVAC Office & Recept. Area~~	1460	1st flr	-0-	-0-	-0-	-0-	Moved to 5y 2014
OH12-10 Lakeview Plaza	~~Renovate 2 Lobby Restrooms~~	1460	1st flr	-0-	-0-	-0-	-0-	Moved to 5yr 2014
OH12-10 Lakeview Plaza	~~Replace Rear Sliding Door~~	1460	1st flr	-0-	-0-	-0-	-0-	Moved to 5yr 2015
OH12-10 Lakeview Plaza	~~Upgrade Laundry Rm 2nd flr~~	1460	2nd flr	-0-	-0-	-0-	-0-	Complete w/operating
OH12-10 Lakeview Plaza	Alternative Energy Source	1460	1 bldg	-0-	50,000	-0-	-0-	from 5yr 2014
OH12-10 Lakeview Plaza	Repair Hirise Exterior	1460	1 bldg	-0-	100,000	-0-	-0-	from 5 yr 2012
OH12-10 Lakeview Plaza	Replace Roof	1460	1 bldg	-0-	300,000	-0-	-0-	from 2011
OH12-10 Lakeview Plaza	Install Camera Observation System	1460	1bdlg	-0-	25,000	-0-	-0-	from 5yr 2015
OH12-10 Lakeview Plaza	Replace Lightning Arrestors	1460	1bldg	-0-	20,000	-0-	-0-	from 5yr 2013
OH12-10 Lakeview Plaza	Install Roof Safety Protection	1460	1bldg	-0-	25,000	-0-	-0-	significant change
OH12-220 10 Scattered Sites	~~Repair Crawl Space/concrete/vents/pumps~~	1460	10	-0-	-0-	-0-	-0-	Moved to 5yr plan
AMP 3								
OH12-3 Wilkes Villa	Replace Tubs & Surrounds	1460	91 units	273,000	124,670	124,670	124,670	From 2009 Complete
OH12-6 Riverview Plaza	~~Seal & Stripe Parking Lot~~	1450	181	-0-	-0-	-0-	-0-	Moved to operating
OH12-6 Riverview Plaza	Renovate Lobby Restrooms (ADA)	1460	1st flr	-0-	50,000	-0-	-0-	from 2011
OH12-6 Riverview Plaza	Rehab Laundry Rooms	1460	6 flrs	-0-	15,000	-0-	-0-	from 2011

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY	Grant Type and Number: Capital Fund Program Grant I OH12P01250; Replacement Housing Factor Grant No:	Federal FY of Grant: 2010

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended	
OH12-6 Riverview Plaza	Renovate Lobby/Mtnce Area	1460	1st flr	-0-	50,000	-0-	-0-	from 2011
OH12-6 Riverview Plaza	Replace Exterior Foyer Doors (ADA)	1460	1st flr	-0-	25,000	-0-	-0-	from 2011
OH12-6 Riverview Plaza	Upgrade Lobby/Office HVAC	1460	1st flr	-0-	20,000	-0-	-0-	from 2011
OH12-6 Riverview Plaza	Replace Hallway Handrails (13 flrs)	1460	13 flrs	-0-	30,000	-0-	-0-	from 2011
OH12-6 Riverview Plaza	Replace Hallway Flooring (12 flrs)	1460	12 flrs	-0-	151,827	-0-	-0-	from 2011
OH12-6 Riverview Plaza	Repair Hirise Exterior	1460	1 bldg	-0-	100,000	-0-	-0-	from 5 yr 2015
OH12-6 Riverview Plaza	Replace Lightning Arrestors	1460	1bldg	-0-	20,000	-0-	-0-	from 5 yr 2013
OH12-6 Riverview Plaza	Install Camera Observation System	1460	1bldg	-0-	25,000	-0-	-0-	from 5yr 2015
OH12-6 Riverview Plaza	Alternative Energy Source	1460	1bldg	-0-	50,000	-0-	-0-	from 5yr 2014
OH12-320 14 Scattered Sites	~~Repair Crawl Space/concrete/vents/pumps~~	1460	14	-0-	-0-	-0-	-0-	Moved to 5yr plan
OH12-25 Parmely 3 units	No Work		3	-0-	-0-	-0-	-0-	
OH12-22 16th St. 2 units	No Work		2	-0-	-0-	-0-	-0-	
AMP 4								
OH12-13/14 Southside Gardens	Repair/Replace parking Lots	1450	114	-0-	280,000	-0-	-0-	from 2011
OH12-13/14 Southside Gardens	Replace Refrigerators	1465.1	104	-0-	3,774	3,774	3,774	split 2009/2010
OH12-4 JF Oberlin Homes/Pagodas	~~Site Work/Concrete/Landscape (12)~~	1450	51 Hirise	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Replace Pagoda Roofs (12)~~	1460	54 Family	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Replace Pagoda Windows(12)~~	1460	12	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Upgrade Pagoda Flooring (15)~~	1460	15	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Upgrade Pagoda Kit & Bath (15)~~	1460	15	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Upgrade Pagoda HVAC (12)~~	1460	12	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Upgrade Pagoda Plbg & Fixtures (15)~~	1460	15	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Convert units to ADA/504/Access~~	1460	9	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Replace Pagoda Sheds~~	1470	15	-0-	-0-	-0-	-0-	Moved to 1499 Tax Credit Prjct
OH12-4 JF Oberlin Homes/Pagodas	~~Development Activities Pagoda Project~~	1499	52	1,500,000	-0-	-0-	-0-	Tax Credit Prjct moved to 2011
OH12-11 Albright Terrace	No Work		50	-0-	-0-	-0-	-0-	
OH12-420 18 Scattered Sites	~~Repair Crawl Space/concrete/vents/pumps~~	1460	18	-0-	-0-	-0-	-0-	Moved to 2011
OH12-21 25 Scattered Sites	No Work		25	-0-	-0-	-0-	-0-	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY	Grant Type and Number: Capital Fund Program Grant I OH12P01250; Replacement Housing Factor Grant No:	Federal FY of Grant: 2010

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended	
PHA Wide	Operations	1406	PHA Wide	244,685	244,685	244,685	244,685	
PHA Wide	Administration	1410	PHA Wide	266,237	266,237	266,237	266,237	
PHA Wide	Architect/Consultant	1430	PHA Wide	226,000	441,180	296,123	155,563	
PHA Wide	Contingency	1502	PHA Wide	152,451		-0-	-0-	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name:	Grant Type and Number	Federal FY of Grant:
LORAIN METROPOLITAN HOUSING AUTHORITY	Capital Fund Program Grant I **OH12P01250110** Replacement Housing Fator Grant No:	**2010**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates[1]
	Original Obligation End Date	Actual Obligation End	Original Expenditure End	Actual Expenditure End	
AMP 1					
OH12-1 Leavitt Homes	7/14/2012		7/14/2014		
OH12-2 Westview Terrace	7/14/2012		7/14/2014		
OH12-12 Westgate Apts.	7/14/2012		7/14/2014		
OH12-120 8 Scattered Sites	7/14/2012		7/14/2014		
AMP 2					
OH12-5 John F. Kennedy Plaza	7/14/2012		7/14/2014		
OH12-10 Lakeview Plaza	7/14/2012		7/14/2014		
OH12-220 10 Scattered Sites	7/14/2012		7/14/2014		
			7/14/2014		
AMP 3					
OH12-3 Wilkes Villa	7/14/2012		7/14/2014		
OH12-6 Riverview Plaza	7/14/2012		7/14/2014		
OH12-320 14 Scattered Sites	7/14/2012		7/14/2014		
OH12-25 Parmeley 3 units	7/14/2012		7/14/2014		
OH12-22 16th St. 2 units	7/14/2012		7/14/2014		
AMP 4					
OH12-13/14 Southside Gardens	7/14/2012		7/14/2014		
OH12-4 John Frederick Oberlin	7/14/2012		7/14/2014		
OH12-11 Albright Terrace	7/14/2012		7/14/2014		
OH12-240 18 Scattered Sites	7/14/2012		7/14/2014		
Oh12-21 25 Scattered Sites	7/14/2012		7/14/2014		
PHA Wide	7/14/2012		7/14/2014		

[1] Obligation and expenditure end date can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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:	Grant Type and Number	FFY Grant:
LORAIN METROPOLITAN HOUSING AUTHORITY	Capital Fund Program Grant No: **OH12P01250111** placement Housing Factor No. Date of CFFP:	**2011** FFY of Grant Approval: **2011**

Type of Grant
☐**Original Statement** ☐**Reserve for Disasters/Emergencies** ☒**Revised Annual Statement (revision no: 1)**
☐**Performance and Evaluation Report for Period Ending** ☐**Final Performance and Evaluation Report**

Line	Summary By Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds	-0-	-0-	-0-	-0-
2	1406 Operations (may not exceed 20% of line 20)[3]	-0-	-0-	-0-	-0-
3	1408 Management Improvements	-0-	-0-	-0-	-0-
4	1410 Administration (may not exceed 10% of line 20)	221,059	221,059	221,059	92,110
5	1411 Audit	-0-	-0-	-0-	-0-
6	1415 Liquidated Damages	-0-	-0-	-0-	-0-
7	1430 Fees and Costs	-0-	70,000	-0-	-0-
8	1440 Site Acquisition	-0-	-0-	-0-	-0-
9	1450 Site Improvement	280,000	-0-	-0-	-0-
10	1460 Dwelling Structures	-0-	-0-	-0-	-0-
11	1465.1 Dwelling Equipment – Nonexpendable	50,000	-0-	-0-	-0-
12	1470 Non-dwelling Structures	-0-	400,000	-0-	-0-
13	1475 Non-dwelling Equipment	-0-	-0-	-0-	-0-
14	1485 Demolition	-0-	-0-	-0-	-0-
15	1492 Moving to Work Demonstration	-0-	-0-	-0-	-0-
16	1495.1 Relocation Costs	-0-	-0-	-0-	-0-
17	1499 Development Activities	1,500,000	1,500,000	-0-	-0-
18a	1501 Collateralization or Debt service paid by the PHA	-0-	-0-	-0-	-0-
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	-0-	-0-	-0-	-0-
		-0-	-0-	-0-	-0-
19	1502 Contingency (may not exceed 8% of line 20)	159,534	19,534	-0-	-0-
20	**Amount of annual Grant: (Sum of lines2-19)**	**2,210,593**	**2,210,593**	**221,059**	**92,110**
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
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		50,000		

Signature of Executive Director and Date	Signature of Public Housing Director and Date
James Wirsler 4/9/12	

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY	Grant Type and Number: Capital Fund Program Grant No: OH12P01250; Replacement Housing Factor Grant No:	Federal FY of Grant: 2011

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended	
AMP 1								
OH 12-1 Leavitt Homes	No Work		200	-0-	-0-	-0-	-0-	
OH12-2 Westview Terrace	No Work		150	-0-	-0-	-0-	-0-	
OH12-12 Westgate Apts.	~~Upgrade Kitchen, bath, grnd fl windows~~	1460	12	-0-	-0-	-0-	-0-	to 2014
OH12-120 8 Scattered Sites	~~Repair crawl spc/pumps/crocks/vents~~	1460	8	-0-	-0-	-0-	-0-	to 2013
AMP 2								
OH12-5 John F. Kennedy Plaza	~~Alternative Energy~~	1460	145 Hirise	-0-	-0-	-0-	-0-	to 2010
			32 Cottages					
OH12-10 Lakeview Plaza	~~Alternative Energy~~	1460	210	-0-	-0-	-0-	-0-	to 2010
OH12-10 Lakeview Plaza	~~Replace Hallway Carpet (11 flrs)~~	1460	11 flrs	-0-	-0-	-0-	-0-	to 2014
OH12-10 Lakeview Plaza	~~Renovate Lobby/Office/Common /Mtnce Area~~	1460	1 flr	-0-	-0-	-0-	-0-	to 2014
OH12-10 Lakeview Plaza	~~Upgrade HVAC Office & Recept Area~~	1460	1 flr	-0-	-0-	-0-	-0-	complete 2009
OH12-10 Lakeview Plaza	~~Renovate 2 Lobby Restrooms~~	1460	1 flr	-0-	-0-	-0-	-0-	to 2014
OH12-10 Lakeview Plaza	~~Replace Rear Sliding Door~~	1460	1flr	-0-	-0-	-0-	-0-	to 2014
OH12-10 Lakeview Plaza	~~Replace Roof~~	1460	1bldg	-0-	-0-	-0-	-0-	to 2010
OH12-220 10 Scattered Sites	~~Repair crawl spc/pumps/crocks/vents~~	1460	10	-0-	-0-	-0-	-0-	to 2013
AMP 3								
OH12-3 Wilkes Villa	Construct Maintenance Facility	1470	182	-0-	400,000	-0-	-0-	from 2010
OH12-6 Riverview Plaza	~~Renovate Lobby Restrooms (ADA)~~	1460	181	-0-	-0-	-0-	-0-	to 2010
OH12-6 Riverview Plaza	~~Rehab Laundry Rooms~~	1460	6 flrs	-0-	-0-	-0-	-0-	to 2010
OH12-6 Riverview Plaza	~~Renovate Lobby/Mtnce Area~~	1460	1st flr	-0-	-0-	-0-	-0-	to 2010
OH12-6 Riverview Plaza	~~Replace Exterior Door (ADA)~~	1460	1st flr	-0-	-0-	-0-	-0-	to 2010
OH12-6 Riverview Plaza	~~Upgrade Lobby/Office HVAC~~	1460	1st flr	-0-	-0-	-0-	-0-	to 2020
OH12-6 Riverview Plaza	~~Replace Hallway Hand Rails (13)~~	1460	13 flrs	-0-	-0-	-0-	-0-	to 2010
OH12-6 Riverview Plaza	~~Replace Hallway Flooring (12)~~	1460	12 flrs	-0-	-0-	-0-	-0-	to 2010
OH12-320 14 Scattered Sites	~~Repair crawl spc/pumps/crocks/vents~~	1460	14	-0-	-0-	-0-	-0-	to 2013

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY	Grant Type and Number: Capital Fund Program Grant I OH12P01250; Replacement Housing Factor Grant No:	Federal FY of Grant: 2011

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended	
OH12-25 Parmely 3 units	No Work		3	-0-	-0-	-0-	-0-	
OH12-22 16th St. 2 units	No Work		2	-0-	-0-	-0-	-0-	
AMP 4								
OH12-13/14 Southside Gardens	~~Repair/Replace Parking Lots~~	1450	114	280,000	-0-	-0-	-0-	to 2010
OH12-13/14 Southside Gardens	~~Replace Refrigerators~~	1465.1	114	50,000	-0-	-0-	-0-	to 2010
OH12-4 JF Oberlin Homes/Pagodas	No Work		51 Hirise	-0-	-0-	-0-	-0-	
OH12-4 JF Oberlin Homes/Pagodas	Development Activities 52 Pagoadas	1499	54 Family	1,500,000	1,500,000			from 2010Tax Credit Prjct
OH12-11 Albright Terrace	No Work		50	-0-	-0-	-0-	-0-	
OH12-420 18 Scattered Sites	~~Repair crawl spc/pumps/crocks/vents~~	1460	18	-0-	-0-	-0-	-0-	to 2013
OH12-21 25 Scattered Sites	No Work		25	-0-	-0-	-0-	-0-	
PHA Wide	Operations	1406	PHA Wide	-0-	-0-	-0-	-0-	
PHA Wide	Administration	1410	PHA Wide	221,059	221,059	221,059	92,110	
PHA Wide	Architect/Consultant	1430	PHA Wide	-0-	70,000	-0-	-0-	
PHA Wide	Contingency	1502	PHA Wide	159,534	19,534			
				2,210,593	2,210,593	221,059	92,110	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name:	Grant Type and Number	Federal FY of Grant:
LORAIN METROPOLITAN HOUSING AUTHORITY	Capital Fund Program Grant I OH12P01250111 Replacement Housing Fator Grant No:	2011

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates[1]
	Original Obligation End Date	Actual Obligation End	Original Expenditure End	Actual Expenditure End	
AMP 1					
OH12-1 Leavitt Homes	8/2/2013		8/2/2015		
OH12-2 Westview Terrace	8/2/2013		8/2/2015		
OH12-12 Westgate Apts.	8/2/2013		8/2/2015		
OH12-120 8 Scattered Sites	8/2/2013		8/2/2015		
AMP 2					
OH12-5 John F. Kennedy Plaza	8/2/2013		8/2/2015		
OH12-10 Lakeview Plaza	8/2/2013		8/2/2015		
OH12-220 10 Scattered Sites	8/2/2013		8/2/2015		
AMP 3					
OH12-3 Wilkes Villa	8/2/2013		8/2/2015		
OH12-6 Riverview Plaza	8/2/2013		8/2/2015		
OH12-320 14 Scattered Sites	8/2/2013		8/2/2015		
OH12-25 Parmeley 3 units	8/2/2013		8/2/2015		
OH12-22 16th St. 2 units	8/2/2013		8/2/2015		
AMP 4					
OH12-13/14 Southside Gardens	8/2/2013		8/2/2015		
OH12-4 John Frederick Oberlin	8/2/2013		8/2/2015		
OH12-11 Albright Terrace	8/2/2013		8/2/2015		
OH12-240 18 Scattered Sites	8/2/2013		8/2/2015		
Oh12-21 25 Scattered Sites	8/2/2013		8/2/2015		
PHA Wide					

[1] Obligation and expenditure end date can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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:	Grant Type and Number	FFY Grant:
LORAIN METROPOLITAN HOUSING AUTHORITY	Capital Fund Program Grant No: **OH12P01250112** placement Housing Factor No. Date of CFFP:	**2012** FFY of Grant Approval: **2012**

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

Line	Summary By Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds	-0-	-0-	-0-	-0-
2	1406 Operations (may not exceed 20% of line 20)[3]	-0-	-0-	-0-	-0-
3	1408 Management Improvements	-0-	-0-	-0-	-0-
4	1410 Administration (may not exceed 10% of line 20)	188,079	-0-	-0-	-0-
5	1411 Audit	-0-	-0-	-0-	-0-
6	1415 Liquidated Damages	-0-	-0-	-0-	-0-
7	1430 Fees and Costs	221,059	-0-	-0-	-0-
8	1440 Site Acquisition	-0-	-0-	-0-	-0-
9	1450 Site Improvement	400,000	-0-	-0-	-0-
10	1460 Dwelling Structures	1,045,000	-0-	-0-	-0-
11	1465.1 Dwelling Equipment – Nonexpendable	-0-	-0-	-0-	-0-
12	1470 Non-dwelling Structures	10,000	-0-	-0-	-0-
13	1475 Non-dwelling Equipment	-0-	-0-	-0-	-0-
14	1485 Demolition	-0-	-0-	-0-	-0-
15	1492 Moving to Work Demonstration	-0-	-0-	-0-	-0-
16	1495.1 Relocation Costs	-0-	-0-	-0-	-0-
17	1499 Development Activities	-0-	-0-	-0-	-0-
18a	1501 Collateralization or Debt service paid by the PHA	-0-	-0-	-0-	-0-
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	-0-	-0-	-0-	-0-
		-0-	-0-	-0-	-0-
19	1502 Contingency (may not exceed 8% of line 20)	16,651	-0-	-0-	-0-
20	**Amount of annual Grant: (Sum of lines2-19)**	**1,880,789**	**0**	**0**	**0**
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
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 and Date	Signature of Public Housing Director and Date
4/8/12	

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant I OH12P01250 112 Replacement Housing Fator Grant No:				Federal FY of Grant: 2012		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended	
AMP 1								
OH 12-1 Leavitt Homes	Site work (sewersm drainage, grading, flat work	1450	198	400,000	-0-	-0-	-0-	from 5 yr 2013
OH12-2 Westview Terrace	Replace interior doors	1460	142	90,000	-0-	-0-	-0-	from 5 yr 2013
OH12-12 Westgate Apts.	No Work		12	-0-	-0-	-0-	-0-	
OH12-120 8 Scattered Sites	No work		8	-0-	-0-	-0-	-0-	
AMP 2								
OH12-5 John F. Kennedy Plaza	No work		145 Hirise 32 Cottages	-0-	-0-	-0-	-0-	
OH12-10 Lakeview Plaza	Elevator Upgrade	1460	210	400,000	-0-	-0-	-0-	from 5 yr 2015
OH12-220 10 Scattered Sites	No Work		10	-0-	-0-	-0-	-0-	
AMP 3								
OH12-3 Wilkes Villa	Replace tub surrounds	1460	55	75,000	-0-	-0-	-0-	phase 2 from 2010
OH12-6 Riverview Plaza	No Work		181	-0-	-0-	-0-	-0-	
OH12-320 14 Scattered Sites	No Work		14	-0-	-0-	-0-	-0-	
OH12-25 Parmeley 3 units	No Work		3		-0-	-0-	-0-	
OH12-22 16th St. 2 units	No Work		2		-0-	-0-	-0-	
AMP 4								

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

.: Support Pages

.ual Statement/Performance and Evaluation Report
.pital Fund Program and Capital Fund Program Replacement Housing Factor and
.apital 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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant OH12P01250 112 Replacement Housing Fator Grant No:				Federal FY of Grant: 2012		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended	
OH12-13/14 Southside Gardens	Replace front & back entrance steps/handrails	1460	114	40,000	-0-	-0-	-0-	from 5 yr 2016
OH12-13/14 Southside Gardens	Install Camera Observation System	1470	1 bldg	10,000	-0-	-0-	-0-	from 5 yr 2016
OH12-4 JF Oberlin Homes/Pagodas	Install Camera Observation System hirise	1460	51 Hirise	10,000	-0-	-0-	-0-	from 5 yr 2016
	Elevator Upgrade	1460		300,000	-0-	-0-	-0-	from 5 yr 2015
OH12-4 JF Oberlin Homes/Pagodas	No Work		54 Family					
OH12-11 Albright Terrace	Replace Patio Slabs (30)	1460	50	60,000	-0-	-0-	-0-	from 5 yr 2016
OH12-11 Albright Terrace	Replace sliding doors (30)	1460	30	60,000	-0-	-0-	-0-	from 5 yr 2013
OH12-11 Albright Terrace	Install Camera Observation System	1460	30	10,000	-0-	-0-	-0-	from 5 yr 2016
OH12-420 18 Scattered Sites	No Work		18	-0-	-0-	-0-	-0-	
OH12-21 25 Scattered Sites	No Work		25		-0-	-0-	-0-	
PHA Wide	Operations	1406	PHA Wide	-0-	-0-	-0-	-0-	
PHA Wide	Administration	1410	PHA Wide	188,079	-0-	-0-	-0-	
PHA Wide	Architect/Consultant	1430	PHA Wide	221,059	-0-	-0-	-0-	
PHA Wide	Contingency	1502	PHA Wide	16,651				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Support Pages

Annual Statement/Performance and Evaluation Report
Capital Fund Program and 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

PHA Name:	Grant Type and Number	Federal FY of Grant:
LORAIN METROPOLITAN HOUSING AUTHORITY	Capital Fund Program Grant I **OH12P01250112** Replacement Housing Fator Grant No:	**2012**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates[1]
	Original Obligation End Date	Actual Obligation End	Original Expenditure End	Actual Expenditure End	
AMP 1					
OH12-1 Leavitt Homes	3/11/2014		3/11/2016		
OH12-2 Westview Terrace	3/11/2014		3/11/2016		
OH12-12 Westgate Apts.	3/11/2014		3/11/2016		
OH12-120 8 Scattered Sites	3/11/2014		3/11/2016		
AMP 2					
OH12-5 John F. Kennedy Plaza	3/11/2014		3/11/2016		
OH12-10 Lakeview Plaza	3/11/2014		3/11/2016		
OH12-220 10 Scattered Sites	3/11/2014		3/11/2016		
AMP 3					
OH12-3 Wilkes Villa	3/11/2014		3/11/2016		
OH12-6 Riverview Plaza	3/11/2014		3/11/2016		
OH12-320 14 Scattered Sites	3/11/2014		3/11/2016		
OH12-25 Parmeley 3 units	3/11/2014		3/11/2016		
OH12-22 16th St. 2 units	3/11/2014		3/11/2016		
AMP 4					
OH12-13/14 Southside Gardens	3/11/2014		3/11/2016		
OH12-4 John Frederick Oberlin	3/11/2014		3/11/2016		
OH12-11 Albright Terrace	3/11/2014		3/11/2016		
OH12-240 18 Scattered Sites	3/11/2014		3/11/2016		
Oh12-21 25 Scattered Sites	3/11/2014		3/11/2016		
PHA Wide	3/11/2014		3/11/2016		

[1] Obligation and expenditure end date can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 1** OH12-1, Leavitt Homes	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	Annual Statement	630,000	25,000	2,725,000	700,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		630,000	25,000	2,725,000	700,000
L.	Total Non-CFP Funds					
M.	Grand Total		630,000	25,000	2,725,000	700,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 1** OH12-2 Westview Terrace	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	Annual Statement	295,000	1,137,000	1,103,650	1,314,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		295,000	1,137,000	1,103,650	1,314,000
L.	Total Non-CFP Funds					
M.	Grand Total		295,000	1,137,000	1,103,650	1,314,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 1** Westgate Apartments	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	Annual Statement	28,200	30,000	97,000	221,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		28,200	30,000	97,000	221,000
L.	Total Non-CFP Funds					
M.	Grand Total		28,200	30,000	97,000	221,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 1** OH12-120 -8Scattered Sites	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	Annual Statement	800	36,000	131,160	12,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		800	36,000	131,160	12,000
L.	Total Non-CFP Funds					
M.	Grand Total		800	36,000	131,160	12,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 2** OH12-5 Kennedy Plaza	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	Annual Statement	426,000	17,000	1,467,450	1,870,500
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		426,000	17,000	1,467,450	1,870,500
L.	Total Non-CFP Funds					
M.	Grand Total		426,000	17,000	1,467,450	1,870,500

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 2** OH12-10 Lakeview Plaza	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	Annual Statement	1,070,000	10,000	1,821,128	2,175,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		1,070,000	10,000	1,821,128	2,175,000
L.	Total Non-CFP Funds					
M.	Grand Total		1,070,000	10,000	1,821,128	2,175,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 2** OH12-220 -10 Scattered Sites	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	Annual Statement	1,000	45,000	163,950	15,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		1,000	45,000	163,950	15,000
L.	Total Non-CFP Funds					
M.	Grand Total		1,000	45,000	163,950	15,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Elyria/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 3** OH12-3 Wilkes Villa	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	Annual Statement	1,713,000	1,187,500	1,551,450	10,860,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		1,713,000	1,187,500	1,551,450	10,860,000
L.	Total Non-CFP Funds					
M.	Grand Total		1,713,000	1,187,500	1,551,450	10,860,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Elyria/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 3** OH12-6 Riverview Plaza	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	Annual Statement	704,000	110,000	520,000	1,820,115
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		704,000	110,000	520,000	1,820,115
L.	Total Non-CFP Funds					
M.	Grand Total		704,000	110,000	520,000	1,820,115

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Elyria/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name AMP 3 OH12-320-14 Scattered Sites	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	Annual Statement	1,400	63,000	229,530	21,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		1,400	63,000	229,530	21,000
L.	Total Non-CFP Funds					
M.	Grand Total		1,400	63,000	229,530	21,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Elyria/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 3** OH12-22-2 Scattered Sites	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	Annual Statement	-0-	-0-	5,000	-0-
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		-0-	-0-	5,000	-0-
L.	Total Non-CFP Funds					
M.	Grand Total		-0-	-0-	5,000	-0-

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Elyria/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 3** OH12-25-3 Scattered Sites	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	Annual Statement	-0-	-0-	21,000	-0-
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		-0-	-0-	21,000	-0-
L.	Total Non-CFP Funds					
M.	Grand Total		-0-	-0-	21,000	-0-

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 4** OH12-13/14 Southside Gardens	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	Annual Statement	1,152,000	249,000	4,789,150	1,560,400
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		1,152,000	249,000	4,789,150	1,560,400
L.	Total Non-CFP Funds					
M.	Grand Total		1,152,000	249,000	4,789,150	1,560,400

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Oberlin/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 4** OH12-4 John Frederick Oberlin Homes	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	Annual Statement	390,500	130,000	2,083,875	804,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		390,500	130,000	2,083,875	804,000
L.	Total Non-CFP Funds					
M.	Grand Total		390,500	130,000	2,083,875	804,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Amherst/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 4** OH12-11, Albright Terrace	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	Annual Statement	113,000	10,000	120,000	775,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		113,000	10,000	120,000	775,000
L.	Total Non-CFP Funds					
M.	Grand Total		113,000	10,000	120,000	775,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Elyria & Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 4** OH12-420 –18 Scattered Sites	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	Annual Statement	1,800	69,000	295,110	27,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		1,800	69,000	295,110	27,000
L.	Total Non-CFP Funds					
M.	Grand Total		1,800	69,000	295,110	27,000

Part I: Summary

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name **AMP 4** OH12-21-25 Scattered Sites	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	Annual Statement	2,500	50,000	601,875	250,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		2,500	50,000	601,875	250,000
L.	Total Non-CFP Funds					
M.	Grand Total		2,500	50,000	601,875	250,000

Part I: Summary (Continuation)

PHA Name/Number Lorain Metropolitan Housing Authority/OH12			Locality (Lorain/Lorain & OH)		☐Original 5-Year Plan ☒Revision No: 1	
A.	Development Number and Name PHA Wide	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_____
		Annual Statement				
	1406 Operations		-0-	-0-	-0-	-0-
	1408 Management Improvements		-0-	-0-	-0-	-0-
	1410 Administrative Costs		268,756	268,756	268,756	268,756
	1430 Fees and Costs		284,000	124,000	124,000	124,000
	1501 Collaterization of Debt Service Paid By PHA		500,000	500,000	500,000	500,000
			1,052,756	892,756	892,756	892,756

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year ____2_____ FFY ___2013_____			Work Statement for Year: _____2_____ FFY _____2013_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 1**			**AMP 1**		
Annual	**Leavitt Homes (OH12-1)**	198 Units		**Westgate (OH12-12)**	12 Units	
Statement						
	Repair Sanitary Sewers	61 bldgs	450,000	Flooring-units, Hallways, Stairs	1 bldg	24,000
	Site work (walks, drives, Grading)	61 bldgs	60,000	Electrical Upgrade	12	3,000
	Electrical Upgrade	198	100,000	Hardwire/battery Smoke Detectors	12	1,200
	Hardwire/Battery Smoke Detectors	198	20,000			
				8 Scattered Sites	8 Units	
				OH12-120		
	Westview Terrace (OH12-2)	143 Units				
				Hardwire/battery Smoke Detectors	8	800
	Replace Interior Doors	143	90,000			
	Sewers, Downspouts, Drainage/Site Work	40 bldgs	115,000			
	Electric Upgrade	143	75,000			
	Hardwire/Battery Smoke Detectors	143	15,000			
	Subtotal of Estimated Cost		$925,000	Subtotal of Estimated Cost		$29,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____2_____ FFY _____2013_____			Work Statement for Year: _____2_____ FFY _____2013_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 2**			**AMP 2**		
Annual						
Statement	**Kennedy Plaza (OH12-5)**	145 Hirise units		**10 Scattered Sites**	10 Units	
		32 Cottages		**(OH12-220)**		
	Upgrade Laundry Rms Hirise & Cottages	10 Rooms	30,000			
	Electrical Upgrade	145 & 32 units	28,000	Hardwire/battery Smoke Detectors	10	1,000
	Hardwire/battery Smoke Detectors	145 & 32 units	18,000			
	Upgrade Fire Alarm System	Hirise	350,000			
	Lakeview Plaza (OH12-10)	210 Units				
	Re-roof Building	1 bldg	200,000			
	Plbg/Kitchen/Bath Upgrade	210	700,000			
	Upgrade Exterior under ground wiring	1 bldg	110,000			
	Hardwire/Battery Smoke Detectors	210	20,000			
	Inspect & Repair Exterior	1 bldg	40,000			
	Subtotal of Estimated Cost		$1,496,000	Subtotal of Estimated Cost		$1,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year ____2_____ FFY _____2013_____			Work Statement for Year: ____2_____ FFY _____2013_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 3**			**AMP 3**		
Annual						
Statement	**Wilkes Villa (OH12-3)**	182 Units		**Riverview Plaza (OH12-6)**	181 Units	
	Replace Interior Doors	182	180,000	Flooring Upgrade	13 flrs	300,000
	Kitchen Renovations	182	350,000	Electrical Upgrade	1 bldg	36,000
	Electrical Upgrade	182	400,000	Hardwire/Battery Smoke Detectors	181	18,000
	Hardwire/battery Smoke Detectors	182	18,000	Upgrade Fire Alarm System	1 bldg	350,000
	Bath & Plbg Renovations	182	415,000			
	Maintenance Garage	1 bldg	350,000			
				14 Scattered Sites	14 Units	
				(OH12-320)		
				Hardwire/battery Smoke Detectors	14 units	1,400
	Subtotal of Estimated Cost		$1,713,000	Subtotal of Estimated Cost		$705,400

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____2_____ FFY _____2013_____			Work Statement for Year: _____2_____ FFY _____2013_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 4**			**AMP 4**		
Annual						
Statement	**Southside Gardens (OH12-13/14)**	113 Units		**Albright Terrace (OH12-10)**	50 Units	
	Flooring/Kitchen Rehab I	113	700,000	Replace Interior/Exterior Doors	50	8,000
	Site work (walks, drives, grading)	52 bldgs	25,000	Kitchen/Bath Rehab	50	100,000
	Re-roof	52 bldgs	200,000	Hardwire/battery Smoke Detectors	50	5,000
	Electrical Upgrade	113	115,000			
	Hardwire/battery Smoke Detectors	113	12,000			
	Lead Abatement	52 bldgs	100,000			
	John Frederick Oberlin Homes	51 Hirise units		**18 Scattered Sites (OH12-420)**	18 Units	
	(OH12-4)	54 Family				
				Hardwire/battery Smoke Detectors	18	1,800
	Site Work (walks,drives,grading) Pagodas	54	225,000			
	Replace Interior Doors Pagodas & Hirise	54	30,000			
	Electrical Upgrade Pagodas & Hirise	45 bldgs	75,000	**25 Scattered Sites (OH12-021)**	25 Units	
	Replace Flooring Hirise	1 bldg	50,000			
	Hard Wire/Battery Smoke Detectors	105	10,500	Hardwire/Battery Smoke Detectors	25	2,500
	Subtotal of Estimated Cost		$1,542,500	Subtotal of Estimated Cost		$117,300

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____3_____ FFY ___2014_____			Work Statement for Year: _____3_____ FFY _____2014_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 1**			**AMP 1**		
Annual						
Statement	**Leavitt Homes (OH12-1)**	198 Units		**Westgate Apartments (OH12-12)**	12 Units	
	Insulate Common Walls	61 bldgs	25,000	Interior/Exterior/ Parking/Striping Renovations	12	30,000
				8 Scattered Site Units	8 Units	
	Westview Terrace (OH12-2)	143 Units		**(OH12-120)**		
	Insulate Common Walls/Fire Walls	143	120,000	Install Sump Pumps/Plbg/Crocks	8	9,600
	Replace windows/Exterior Upgrade	143	382,000	Interior Floor Repairs	8	12,000
	Site Work/Sewers/Downspouts II	40 bldgs	35,000	Repair Crawl Space	8	14,400
	Drainage & Sanitary Sewer Repairs	40 bldgs	300,000			
	Exterior Under Siding ACM	40 bldgs	300,000			
	Subtotal of Estimated Cost		$1,162,000	Subtotal of Estimated Cost		$66,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____3_____ FFY _____2014_____			Work Statement for Year: ____3_____ FFY _____2014_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 2**			**AMP 2**		
Annual						
Statement	**Kennedy Plaza (OH12-5)**	145 Hirise		**10 Scattered Sites**	10 Units	
		32 Cottages		**(OH12-220)**		
	Exhaust Fans-Bathroom Cottages	32	7,000			
	Lightning Arrestors	1 bldg	10,000	Install Sump Pumps/Plbg/Crocks	10	12,000
				Interior Floor Repairs	10	15,000
				Repair Crawl space	10	18,000
	Lakeview Plaza (OH12-10)	210 Units				
	Lightning arrestors	1 bldg	10,000			
	Subtotal of Estimated Cost		$27,000	Subtotal of Estimated Cost		$45,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____3_____ FFY _____2014_____			Work Statement for Year: _____3_____ FFY _____2014_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 3**			**AMP 3**		
Annual						
Statement	**Wilkes Villa (OH12-3)**	182 Units		**14 Scattered Sites**	14 Units	
				(OH12-320)		
	Replace Windows/Exterior Upgrade II	182	800,000			
	Furnace Replacement/A/C air ducts	182	325,000	Install Sump Pumps/Plbg/Crock	14	16,800
	Sanitary Sewer Clean-outs	182	62,500	Interior Floor Repairs	14	21,000
				Repair Crawl Space	14	25,200
	Riverview Plaza (OH12-6)	181 Units				
	Lightning Arrestors	1 bldg	10,000			
	Site Work/Parking Lot Improvements	1 bldg	100,000			
	Subtotal of Estimated Cost		$1,297,500	Subtotal of Estimated Cost		$63,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____3_____ FFY _____2014_____			Work Statement for Year: _____3_____ FFY _____2014_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 4**			**AMP 4**		
Annual						
Statement	**Southside Gardens (OH12-13/14)**	113 Units		**Albright Terrace (OH12-11)**	50 Units	
	Interior Doors	113	125,000	Exhaust Fans	50	10,000
	Sanitary/Storm Sewer Cleanout	52 bldgs	10,000			
	Plumbing Stack Repair	113	114,000			
				18 Scattered Sites	18 Units	
				(OH12-420)		
	John Frederick Oberlin Homes	51 Hirise		Install Sump Pumps/Plbg/Crock	18	9,600
	(OH12-4)	54 Family		Interior Flr Repairs	18	27,000
				RepairCrawl Space	18	32,400
	Bath/Kitchen Upgrade Hirise, Exhausts	51	120,000			
	Lightning Arrestors	1 bldg	10,000	**25 Scattered Sites**	25 Units	
				(OH12-21)		
				Flooring Repair/Replacement	25	50,000
	Subtotal of Estimated Cost		$379,000	Subtotal of Estimated Cost		$129,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____4_____ FFY _____2015_____			Work Statement for Year: _____4_____ FFY _____2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 1**			**AMP 1**		
Annual						
Statement	**Leavitt Homes (OH12-1)**	198 Units		**Westview Terrace (OH12-2)**	143 Units	
	Replace Windows & H.D. Screens	198	450,000	Interior Kitchen Upgrades	143	200,000
	Replace Hot Water Tanks-High Efficiency	198	200,000	Replace HW Tanks & Chimney Liners	143	92,400
	Replace Refrigerators-Energy Efficient	198	95,000	New Refrigs-High Efficiency	143	71,250
	Site Lighting	198	20,000	Repair 1st flrs-units & lndry Rm Upgrade	143	150,000
	Kitchen Rehabilitation	198	750,000	A/C Installation	143	450,000
	A/C Installation	198	400,000	Tree Removal/Trim/ Replacement	143	10,000
	Tree Removal	198	10,000	Replace Sunset PL 13 Lighting	10	25,000
	Upgrade Interior walls/flooring	198	500,000	Site Lighting	143	20,000
	504 Compliance	4 units	300,000	504 Compliance	18 units	85,000
	Subtotal of Estimated Cost		$2,725,000	Subtotal of Estimated Cost		$1,103,650

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____4_____ FFY ____2015_____			Work Statement for Year: _____4_____ FFY _____2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 1**			**AMP 1**		
Annual						
Statement	**Westgate Apartments (OH12-12)**	12 Units		**8 Scattered Sites**	8 Units	
				(OH12-120)		
	Heating & Plbg Upgrades	12	10,000			
	Repair Balconies/Doors/Windows	8	20,000	Replace Roofs	8	24,000
	Kitchen/Bath Upgrades	12	60,000	New Refrigs-Energy Efficient	8	3,800
	504 Compliance	12	5,000	Replace Windows	8	21,760
	Upgrade Keyless Entry	12	2,000	Replace A/C, Furnaces HWT	8	28,800
				Landscaping/Grading	8	12,800
				Tree Trimming	8	1,600
				Driveway Repair/Resurface	8	2,400
				Replace Garage Doors	8	8,000
				Exterior & Interior Door Replacement	8	20,000
				Exterior Repairs	8	8,000
	Subtotal of Estimated Cost		$97,000	Subtotal of Estimated Cost		$131,160

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____4_____ FFY _____2015_____			Work Statement for Year: _____4_____ FFY _____2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 2**			**AMP 2**		
Annual						
Statement	**Kennedy Plaza (OH12-5)**	145 Hirise		**Lakeview Plaza (OH12-10)**	210 Units	
		32 Cottages				
	A/C Cottages	32	8,250	Improve/Expand Parking Lot Lighting	210	50,000
	Balcony Improvements	Hirise	35,000	Flooring-units & Halls	Bldg	333,128
	Replace Flooring units & Halls	Hirise	223,000	New Stoves-energy efficient	210	84,000
	Security Lighting	177 units	20,000	Elevator Upgrade	Bldg	100,000
	Handrail Upgrade	Hirise	27,000	Security Lighting	210	10,000
	Replace A/C Common Areas	Hirise	20,000	Laundry Room upgrade	2nd flr	50,000
	Community Kitchen/Café Rehab	Hirise	400,000	New Pull Cord System	210	75,000
	Lobby Refurbishment	Hirise	400,000	Refurbish Lobby	1 flr	50,000
	Rehab Cottage Exteriors	9 bldgs	125,000	Refurbish Kitchen/Café	1 flr	300,000
	AMP office/Mntnce Upgrade	Hirise	20,000	AMP office/Maintenance Upgrade	1 flr	20,000
	504 Compliance		120,000	504 Compliance Conversion	2 flrs	500,000
	Energy Efficient Stoves	177 units	69,200	New Stoves-energy efficient	210	84,000
				Upgrade Flrs 3-5, assisted program	3 flrs	150,000
				Upgrade Storm/Sanitary Sewers	Bldg	15,000
	Subtotal of Estimated Cost		$1,467,450	Subtotal of Estimated Cost		$1,821,128

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____4_____ FFY _____2015_____			Work Statement for Year: _____4_____ FFY _____2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 2**					
Annual						
Statement	**10 Scattered Sites**	10 Units				
	(OH12-220)					
	New Roofs	10	30,000			
	New Refrig Energy Efficient	10	4,750			
	Replace Windows	10	27,200			
	Replace A/C, Furnace, HWT	10	36,000			
	Landscaping/Grading	10	16,000			
	Tree Trimming	10	2,000			
	Driveway Repair/Resurface	10	3,000			
	Replace Garage Doors	10	10,000			
	Exterior & Interior Door Replacement	10	25,000			
	Exterior Repairs	10	10,000			
	Subtotal of Estimated Cost		$163,950	Subtotal of Estimated Cost		$

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____4_____ FFY _____2015_____			Work Statement for Year: _____4_____ FFY _____2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 3**			**AMP 3**		
Annual						
Statement	**Wilkes Villa (OH12-3)**	182 Units		**Riverview Plaza (OH12-6)**	181 Units	
	Exterior Upgrade III & IV	182	1,150,000	Laundry Room Upgrade	6 Rooms	15,000
	Drainage Repair (storm water)	25 bldgs	30,000	Upgrade handrails	Bldg	30,000
	New Refrigerators energy efficient	182	86,450	Parking Lot Improvement/Resurface/Seal	181	140,000
	Tree Removal	182	15,000	Replace A/C Common Areas/Office	1st flr	20,000
	Site Lighting	25 bldgs	20,000	New Stoves Energy Efficient	181	35,000
	AMP Office/Maintenance Rehab	1 bldg	150,000	Upgrade Lobby Restrooms/Comm Room/Cafe	1st flr	50,000
	504 Compliance	182	100,000	Roof Repair	1 bldg	10,000
				Accessible Entrance	1 bldg	20,000
				504 Compliance	181	200,000
	2 Scattered Sites (OH12-22)	2 Units		**14 Scattered Sites (OH12-320)**	14 Units	
	Landscape/Site Work	2	5,000	New Roof	14	42,000
				Refrigerators Energy Efficient	14	6,650
				Replace Windows	14	38,080
	3 Scattered Sites (OH12-25)	3 Units		Replace A/C, Furnaces/HWT	14	50,400
				Landscaping/Grading	14	22,400
	Landscape/Site work	3	7,500	Tree Trimming	14	2,800
	Waterproof Foundation Walls	3	6,000	Driveway Repair/Resurface	14	4,200
	Electrical Upgrade	3	7,500	Replace Garage Doors	14	14,000
				Exterior/Interior Door Replacement	14	35,000
				Exterior Repairs	14	14,000
	Subtotal of Estimated Cost		$1,577,450	Subtotal of Estimated Cost		$749,530

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____4_____ FFY _____2015_____			Work Statement for Year: _____4_____ FFY _____2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 4**			**AMP 4**		
Annual						
Statement	**Southside Gardens (OH12-13/14)**	113 Units		**John Frederick Oberlin Homes**	51 Hirise	
				(OH12-4)	54 Family	
	Kitchen/Flooring Upgrade	113	345,000	Bathroom Upgrade	54	160,000
	Repair Basement/Foundations	113	650,000	Handrails Hirise	5 flrs	25,000
	Refrigerators energy efficient	113	54,150	Heating System fin tubes	54	150,000
	Exterior Repairs II	113	500,000	Replace Sheds/Repair Porches	54	35,000
	Repair Site Lighting	113	25,000	Drainage/Sewers/Landscaping	54	120,000
	Interior Repairs	113	500,000	Upgrade Interior Common Areas	Hirise	100,000
	AMP Office-Maintenance Rehab	1 bldg	150,000	Seal Parking Lot	Hirise	40,000
	Kitchen/Flooring Rehab III	113	394,000	Site Improvements	Hirise	75,000
	Utility Rm Upgrade/Furnace/A/C	113	650,000	New A/C Common Areas	Hirise	10,000
	Parking Lot Improvements	113	450,000	A/C sleeves-Pagodas	54	50,000
	Replace Windows	113	350,000	Brick T. Ptg. Pagodas	54	54,000
	504 Compliance	113	21,000	Boiler upgrades Pagodas	54	60,000
	Interior Bath Renovations I	113	400,000	Refrigerators Energy Efficient	Hirise	49,875
	Drainage/Grading/Down/Spouts	113	300,000	Replace Pagoda Entry Doors	54	60,000
				Tree Removal/Trim/Replace		10,000
	Subtotal of Estimated Cost		$4,789,150	Subtotal of Estimated Cost		$998,875

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____4_____ FFY _____2015_____			Work Statement for Year: _____4_____ FFY _____2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 4**			**AMP 4**		
Annual	**continued**					
Statement	**John Frederick Oberlin Homes**	51 Hirise		**Albright Terrace (OH12-11)**	50 Units	
	(OH12-4)	54 Family				
				Refrigerators & Ranges Energy Efficient	50	40,000
	Replace Unit Entry Doors	51	35,000	504 Compliance	50	50,000
	Kitchen Upgrade/Plbg/Drainage	54	150,000	Install Intercom System	4 bldgs	5,000
	Elevator Upgrade	Hirise	100,000	Install Insulation	4 bldgs	25,000
	Replace HWT/flue	54	50,000			
	Remodel 4 bdrm Pagodas	4	150,000			
	Hirise units kitchen upgrade	51	50,000			
	AMP Office/Maintenance Rehab	1 bldg	150,000	**18 Scattered Sites (OH12-420)**	18 Units	
	504 Compliance	Pagodas	50,000			
	Replace Pagoda Roofs	54	350,000	New Roof	18	54,000
				Refrigerators Energy Efficient	18	8,550
				Replace Windows	18 units	48,960
				Replace A/C, Furnaces HWT	18	64,800
				Landscaping/Grading	18	28,800
				Tree Trimming	18	3,600
				Driveway Repair/Resurface	18	5,400
				Replace Garage Doors	18	18,000
				Exterior/Interior Door Replacement	18	45,000
				Exterior Repairs	18	18,000
	Subtotal of Estimated Cost		$1,085,000	Subtotal of Estimated Cost		$415,110

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012_	Work Statement for Year _____4_____ FFY _____2015_____			Work Statement for Year: _____4_____ FFY _____2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 4**					
Annual						
Statement	**25 Scattered Sites (OH12-21)**	25 Units				
	Improve Site/Concrete Foundations	25	150,000			
	Refrigerators Energy Efficient	25	11,875			
	Replace A/C, Furnaces, HWT	25	90,000			
	Roof Replacement	25	150,000			
	Replace Garage Doors	25	25,000			
	Exterior/Interior Door Replacement	25	50,000			
	Exterior Repairs	25	25,000			
	Replace Windows	25 units	100,000			
	Subtotal of Estimated Cost		$601,875	Subtotal of Estimated Cost		$

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____5_____ FFY _____2016_____			Work Statement for Year: _____5_____ FFY _____2016_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 1**			**AMP 1**		
Annual						
Statement	**Leavitt Homes (OH12-1)**	198 Units		**8 Scattered Sites (OH12-120)**	8 Units	
	Replace Utility Room Doors	198	140,000	Fence Repair/Replacement	8	4,000
	Install Security System/Observation(Global)		10,000	Roof Ventilation	8	8,000
	Install Emergency Generator	1bldg	50,000			
	Replace Underground Utilities	198	500,000			
	Westview Terrace (OH12-2)	143 Units				
	Exterior Doors Front & Back	132	264,000			
	Install Security System/Observation (Global)		10,000			
	Install Emergency Generator	1 bldg	40,000			
	Replace Underground Utilities	143	500,000			
	Unit Roofs & Community Center Roof	41 bldgs	500,000			
	Westgate Building (OH12-12)	12 Units				
	Install Emergency Generator	1 bldg	65,000			
	Replace Roof	1 bldg	150,000			
	Install Intercom System	12 units	6,000			
	Subtotal of Estimated Cost		$ 2,235,000	Subtotal of Estimated Cost		$ 12,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____5_____ FFY _____2016_____			Work Statement for Year: _____5_____ FFY _____2016_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 2**			**AMP 2**		
Annual						
Statement	**Kennedy Plaza (OH12-5)**	145 Hirise		**Lakeview Plaza (OH12-10)**	210 Units	
		32 Cottages				
	Replace Entry Door Hirise	Hirise	25,000	Replace North Side Sliding Door	1bldg	15000
	Inspect & Repair Hirise Exterior	Hirise	110,000	Replace Windows	1bldg	740,000
	Alternative Energy Source	Hirise	50,000	Paint Building Exterior	1 bldg	120,000
	Replace Exterior Kitchen Door	Hirise	3,500	Add West Entrance Enclosure	1bldg	30,000
	Install Security/observation system (Global)		5,000	Install Employee Showers	1bldg	20,000
	Replace Window Glass (70)	Hirise	25,000			
	Replace Underground Utilities Cottages	32	450,000			
	Install Gas Chillers/Duct Work Hirise	1 bldg	400,000			
	Replace Air Handler	1 bldg	150,000			
	ACM's Popcorn & Pipe Coverings	1 bldg	70,000			
	Seal & Stripe Blacktop	Hirise/cottages	10,000			
	Install Employee Shower	1 bldg	30,000			
	Replace Cottage Boilers		42,000			
	Replace Windows hirise		500,000			
	Lakeview Plaza (OH12-10)	210 Units		**10 Scattered Sites (OH12-220)**	10 Units	
	Alternative Energy Source	1 bldg	50,000	Fence Repair/Replacement	10	5,000
	Install Security/observation system (Global)		5,000	Roof Ventilation	10	10,000
	Replace Window Glass (60)	Hirise	25,000			
	Roof Replacement	1 bldg	200,000			
	Install Gas Chillers/Duct Work	1 bldg	400,000			
	ACM's Popcorn & Pipe Coverings	1 bldg	70,000			
	ACM Abatement	1 bldg	500,000			
	Subtotal of Estimated Cost		$3,120,500	Subtotal of Estimated Cost		$940,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____5_____ FFY _____2016_____			Work Statement for Year: _____5_____ FFY _____2016_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 3**			**AMP 3**		
Annual						
Statement	**Riverview Plaza (OH12-6)**	181 Units		**Wilkes Villa (OH12-3)**		
	Emergency Stand-by Generator	1 bldg	165,000	Entrance Doors/Porch Slabs	182 Units	216,000
	Inspect & Repair Exterior	1 bldg	40,000	Replace Gas Stoves & Refrigerators	182 Units	200,000
	Alternative Energy Source	1 bldg	50,000	Replace BrickThresholds	182 Units	60,000
	Replace Toilets	181	75,115	Replace Roofs	182 units	307,000
	AMP Office/Maintenance Area Upgrade	181	20,000	Replace Utility Cages	25	52,000
	Install Security/Observation System (Global)	181	5,000	Replace Gutters & Downspouts	182 Units	142,000
	Phase III Tanks & Controls	1 bldg	60,000	Replace Screen Doors	182 Units	88,000
	Install Gas chillers/Duct Work	1 bldg	400,000	Roof Inspection/Repair	182 Units	20,000
	Replace Bldg Entrance Doors	1 bldg	85,000			
	Repair Prking lot-across from RV	181	200,000			
	ACM's Popcorn & Pipe Coverings	1 bldg	70,000			
	Replace Windows	1 bldg	600,000			
	Plbg Upgrade Angle Stps/Danfoss valves	1bldg	50,000			
	Wilkes Villa (OH12-3)	182 Units				
	Install Security/Observation System (Global)	182 Units	10,000	**14 Scattered Sites (OH12-320)**	14 Units	
	Install Emergency Generator	1 bldg	65,000			
	Exterior Bldg Reno/Replace Infrastructure	182	9,500,000	Fence Repair/Replacement	14	7,000
	Daycare Parking Lot/Drop off Improvements	182	100,000	Roof Ventilation	14	14,000
	Office Parking Lot Access Improvements	182	100,000			
	Subtotal of Estimated Cost		$11,595,115	Subtotal of Estimated Cost		$1,106,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY __2012__	Work Statement for Year _____5_____ FFY _____2016_____			Work Statement for Year: _____5_____ FFY _____2016_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	**AMP 4**			**AMP 4**		
Annual						
Statement	**Southside Gardens (OH12-13/14)**	113 Units		**John Frederick Oberlin Homes**	51 Hirise	
				(OH12-4)	54 Family	
	Replace Entrance Steps F&B	113	100,000			
	Install Security/Observation System (Global)	113	10,000	Replace Fire Alarm system	Hirise	100,000
	Install Emergency Generator	1 bldg	50,000	Alternative Energy Source	Hirise	50,000
	Infrastructure Upgrade	113	1,200,000	Install Security/Observation System (Global)	Hirise	5,000
	Replace Exhaust Fans	112	50,400	Replace Emergency Generator	Hirise	165,000
	New Furnaces & Central Air	112	150,000	Install Roll-in Showers	Hirise	204,000
				Replace Boiler System	Hirise	250,000
	Albright Terrace (OH12-11)	50 Units		Seal & Stripe lot	Hirise	30,000
	Replace Fire Alarm System	4 bldgs	100,000	**18 Scattered Sites**	18 Units	
	Install Security/Observation System (Global)	50	5,000	**(OH12-420)**		
	Upgrade Community Rm HVAC	1 bldg	18,000			
	Upgrade Boiler Rm/Energy Conservation	50	325,000	Fence Repair/Replacement	18	9,000
	Exteriors/ Masonry Repair/Clean	4 bldgs	75,000	Roof Ventilation	18	18,000
	Install Roll-in Showers	50 Units	200,000			
	Replace Flooring Halls & Common Areas	4 bldgs	35,000			
	Seal/Stripe Parking Deck	50 Units	5,000	**25 Scattered Sites**	25 Units	
	Replace Kitchen Hoods	50 Units	12,000	**(OH12-021)**		
				Fence Repair/Replacement	25	12,500
				Repairs to Units Settling	25	75,000
				New Furnaces/Central Air	25	162,500
	Subtotal of Estimated Cost		$2,335,400	Subtotal of Estimated Cost		$1,081,000

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY ___2012___	Work Statement for Year _____2_____ FFY ____2013_____		Work Statement for Year: _____3_____ FFY _____2014_____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement				
	1406 Operations	-0-	1406 Operations	-0-
	1408 Management Improvements	-0-	1408 Management Improvements	-0-
	1410 Administrative Costs	268,756	1410 Administrative Costs	268,756
	1430 Fees and Costs	284,000	1430 Fees and Costs	124,000
	1501Collaterization of Debt Service Paid By PHA	500,000	1501Collaterization of Debt Service Paid By PHA	500,000
	Subtotal of Estimated Cost	$1,052,756	Subtotal of Estimated Cost	$892,756

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY ___2012___	Work Statement for Year _____4_____ FFY _____2015_____		Work Statement for Year: _____5_____ FFY _____2016_____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement				
	1406 Operations	-0-	1406 Operations	-0-
	1408 Management Improvements	-0-	1408 Management Improvements	-0-
	1410 Administrative Costs	268,756	1410 Administrative Costs	268,756
	1430 Fees and Costs	124,000	1430 Fees and Costs	124,000
	1501Collaterization of Debt Service Paid By PHA	500,000	1501Collaterization of Debt Service Paid By PHA	500,000
	Subtotal of Estimated Cost	$892,756	Subtotal of Estimated Cost	$892,756

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

FY 2013 REVISION

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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LORAIN METROPOLITAN HOUSING ATHORITY (LMHA)
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
Revised 2-2012

I. ELIGIBILITY. An applicant must meet all of the eligibility requirements of the housing assistance for which an application is made in order to obtain the housing assistance. At a minimum, the applicant must be a family, and must be income eligible.

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

(1) A family with or without children in which any of the household members are related by blood or marriage or adult members who provide assurance to LMHA, either by affidavit or other documentation, they consider themselves to be in a permanent stable family relationship (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

(2) An elderly family;

(3) A near elderly family;

(4) A disabled family;

(5) A displaced family;

(6) The remaining member of a tenant family; and

(7) A single person who is not an elderly or disabled person; or a displaced person, or the remaining member of a tenant family; or a pregnant woman without children. (24 CFR §5.403) (Amended Feb 2012)

B. INCOME. Annual income means all monetary amount which:

(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 twelve (12)-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in Annual Income as provided by 24 CFR 5.609 paragraph (c) of appendix VIII, which is an appendix of the ACOP.

(4) Annual income also means the amounts derived (during the twelve (12) month period) from assets to which any member of the family has access.

See Appendix VII for listing of income to be included in rent computations as provided by 24 CFR 5.609 (b) Annual Income.

See Appendix VIII for listing of income to be excluded in rent computations as provided by 24 CFR 5.609 (c) Annual Income.

Income for admission shall not exceed income limits as set forth by the Department of Housing & Urban Development (HUD). Income limits are posted at all LMHA sites and on the LMHA website at www.lmha.org. (Amended Feb 2012)

II. APPLICATIONS. Applicants must complete a written application for admissions and placement on the waiting list. This may include an online application. Applications shall be signed by the head of household, who must be of legal age eighteen (18) years of age or an emancipated adult) as defined by the State of Ohio Law. (Amended Feb 2012)

A. ACCEPTANCE. Application must be time and date stamped upon receipt from the applicant. Bedroom size shall be determined at this time based upon family composition and LMHA occupancy standards.

All applicants shall be subject to criminal background check at the time of application submission and execute a release form for background checks to determine if the applicant's admittance would have a detrimental effect on other tenants or on the development environment. (Amended Feb 2012)

The Executive Director or his designee may authorize the acceptance of an application through the mail when due to extenuating circumstances; the applicant is unable to return the application in person. The applicant will not be placed on the waiting list until all required documentation is received by LMHA.

B. INFORMATION REQUIREMENTS. In order to determine an applicant's eligibility, the following information must be provided:

(1) Names of all family members to reside in the LMHA unit;
(2) Sex of family members;
(3) Relationship of family members;
(4) Birth dates of family members;
(5) Income/Asset information of family members;
(6) Social Security number verification of each member of the applicant's household regardless of age of age, or a certification that no SSN's have been assigned to the applicant and/or member of the applicant's family; (Amended Feb 2012)
(7) Evidence of citizenship or eligible immigration status;
(8) Documentation for local preference claims; and
(9) Other documentation as required by PHA policy.

Housing Authority personnel shall obtain copies of original documents, i.e. birth certificates, marriage licenses, social security numbers, etc. for the applicant file. All information shall be subject to verification. (Amended Feb 2012)

When an LMHA household separates and both co-heads desire to remain in LMHA housing, one may retain the present LMHA unit and the other must apply through the LMHA Admissions Office.

C. CHANGES. Applicants are required to notify the Admissions Office in writing, within fourteen (14) business days of any change in address, telephone number, family composition, income/assets, or local preference claims.

D. WAITING LIST. A county-wide waiting list shall be maintained for admission to LMHA public housing. The waiting list shall be maintained by bedroom size. The waiting list remains open, but may be suspended or closed at the Housing Authority's discretion with notice. (Amended Feb 2012)

E. TENANT SELECTION AND ASSIGNMENT PLAN. Applicants shall be selected in sequence by applicant date and local preference priority for appropriate size units.

F. FAMILY COMPOSITION CRITERIA. The Admissions Department shall utilize the following guideline when housing applicants:

(1) **No more than** two (2) persons shall be required to occupy a bedroom

(2) **Persons of different generations** and unrelated adults shall have separate bedrooms (different generations are defined as a difference of ten (10) years) (2-11-03)

(3) **Children of the same gender** may share a bedroom (other than those falling in the different generation category). Adults of the same gender may choose to share a bedroom regardless of age to facilitate the need for family support.

(4) **Children of the opposite gender** shall share a bedroom until the older child reaches the age of five (5) unless documentation is provided by a physician, health professional or agency that it is beneficial for the children to be in separate bedrooms.

(5) **Families needing a unit** that is larger than the size recommended by LMHA occupancy standards due to a physical or mental handicap of a household member shall be allowed to apply for the larger unit upon documentation of the need.

(6) **Upon request by the applicant,** the applicant may be placed on the waiting list for a smaller size unit than that which the PHA would be required to assign based on the suggested occupancy guidelines provided the request would not result in overcrowding.

The Housing Authority shall use the following table as the guideline in assignment of units in addition to the preceding criteria.

Number of bedrooms	Number of persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10
6	10	12

The Housing Authority reserves the right to permit a lower level of occupancy for units for which no applicants exist on the waiting list for a particular size. Additionally, the Housing Authority may, at its discretion, waive the policy of "children of the opposite sex shall share a bedroom until the older child reaches the age of five (5)", when due to vacancies it will be advantageous to offer the applicant family a unit wherein the children shall have separate bedroom prior to the older child reaching the age of five (5). Additionally, the Housing Authority will approve an additional bedroom for an applicant who cares for foster children.

At no time, may a single person be offered a two (2) bedroom unit, except for a reasonable accommodation. (24 CFR 5.405 [c] [1]) (Amended Feb 2012)

Occupancy by police officers to provide security for public housing residents. For the purpose of increasing security for residents of a public housing development, the PHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. When warranted, to increase security in the Development, LMHA will permit one unit per Development to be occupied by an officer who would otherwise be ineligible for occupancy (this is in addition to the police substation located within the Developments at Leavitt Homes, Westview Terrace, and Wilkes Villa). The officer will pay the LMHA flat rent amount for the size unit occupied. The officer will sign the lease utilized by all LMHA residents.

G. PRE-VACANCY REPORT. When necessary, the Housing Authority utilizes a pre-vacancy report whenever possible in the assignment of units. Project Managers notify the Admissions Department of the anticipated date of the vacancy. This report is maintained in the same format as the vacancy report, i.e. by Development, address, bedroom size, etc. Applicants are offered available units by employing the pre-vacancy report whenever possible. In some instances, a tenant may vacate without prior notice and the unit must be placed directly on the vacancy report, therefore by-passing the pre-vacancy report. The pre-vacancy report cannot be utilized when there are few applicants waiting for certain bedroom sizes and they are offered units directly from the vacancy report.

H. ASSIGNMENT. At the time of selection, the applicant shall be referred for placement in accordance with the following plan:

LMHA shall offer the applicant first in sequence on the waiting list one (1) unit of the appropriate size and type appropriate to the applicant's needs. The unit offered shall be the appropriate size and type with the earliest vacate date. If the applicant refuses the unit "without good cause", the applicant shall be dropped to the bottom of the appropriate size waiting list. **"With good cause"** is defined by the following:

(1) **Inaccessibility to source** of employment, education or job training, children's day care, education program for children with disabilities, or a change in school districts. Additionally, "good cause" would also be given if acceptance of the unit offer would require a household member to quit a job, drop out of an educational institution, take a child out of daycare, remove a child from an educational program for children with disabilities or cause a child to change school districts.

(2) **The family demonstrates** to LMHA's satisfaction that the acceptance of the offer will place a family member's life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders or documents from a law enforcement agency or other local, state or, mental health agencies. Reasons must be specific to the family.

(3) **A health professional verifies** temporary hospitalization or recovery from illness of the principal household member, other household members (must be listed on final application) or live-in aide necessary to the care of the principal household member.

(4) **The unit is inappropriate** for the applicant's or a household member's disabilities.

Refusals due to location alone do not qualify for the good cause exemption.

The applicant must document to LMHA's satisfaction that the hardship claimed is good cause for refusing the offer of housing. If good cause if verified and approved, the refusal of the offer shall not require the applicant to be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

LMHA shall maintain in writing the location, date, and circumstances of each offer and each acceptance or refusal in the applicant's file which is subject to audit.

LMHA approved transfers, based on the LMHA transfer policy, shall take precedence over new admissions.

I. REMOVAL FROM THE WAITING LIST. The Housing Authority will document in each applicant's file the date and reason the applicant's name was removed from the waiting list. Other than ineligibility, the PHA may remove an applicant from the waiting list for the following reasons:

(1) At the request of the applicant

(2) The applicant no longer meets the eligibility requirements for the property or program.

(3) Non-compliance with supplying required documents.

(4) Failure to attend the required orientation (applicants are given two opportunities to attend; additional consideration given with medical documentation).

(5) The applicant is unable to obtain utility service (gas or electric) lease the unit offered

(6) Mail sent to the applicant's address is returned as undeliverable and LMHA is unable to reach the applicant by phone.

(7) The applicant fails to lease the unit accepted.

(8) The applicant has been offered a unit in every Development and has refused all units. LMHA is unable to assist the applicant with housing.

J. UNIT ACCESSIBILITY. The Housing Authority will adhere to the following assignment of units with special accessibility features for individuals with disabilities. Accessible units must be offered in this order to:

(1) A current occupant living in a non-accessible unit who requires the accessibility features of an accessible unit;

(2) An eligible applicant on the waiting list having a disability requiring the accessibility features of the vacant unit;

(3) Additionally, when an accessible unit is available and there are no applicants/current tenants requiring the unit, LMHA may approach organizations i.e. Easter Seals, LEAP/CIL, advising a unit is available to enable the organization to recommend an income eligible qualifying family to apply.

(4) An applicant who does not have disabilities requiring accessibility, with the PHA requiring the applicant to agree to move to a non-accessible unit if an applicant/tenant requires the accessible unit.
(Amended Feb 2012)

III. VERIFICATION. All factors affecting eligibility and the family's rent payment shall be verified. All verifications will be documented in the applicant's file to enable HUD to audit the file.

A. RESPONSIBILITY FOR INITIAL DETERMINATION, ANNUAL AND INTERIM RECERTIFICATION

(1) RECERTIFICAITON. The PHA is responsible for determination of eligibility for admission; for determination of annual income, adjusted income, and total tenant payment; and for recertification of family income and family composition at least annually. As used in this part, the "effective date" of a certification or recertification refers to:

(a) in the case of an examination for admission, the effective date of initial occupancy; and

(b) in the case of a recertification of an existing tenant, the effective date of the new rent amount as determined in accordance with HUD regulations.

(2) INTERIM RECERTIFICATION PROCEDURE. The tenant rent will remain in effect for the period between the regularly scheduled certifications barring any changes which must be reported in writing by the tenant within fourteen (14) business days of the change to LMHA

(either at the Development office or through direct mailing to LMHA). The changes which must be reported are:

(a) a change in family composition. The tenant must report all changes in household composition.

(1) If a new dependent is added to the household, the following regulations apply:

a. if the new household member, regardless of age, has an assigned SSN, the head of household must disclose the assigned SSN and provide the PHA with the approved documentation at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

b. if the new household member, regardless of age, does not have an assigned SSN, the head of household must disclose the assigned SSN and provide the PHA with the approved documentation within 90 calendar days of the child being added to the household. If the family is unable to disclose and provide evidence of the SSN within ninety (90) calendar days, the PHA is required to grant the family an additional ninety (90) day period to comply with the SSN disclosure and documentation requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the family's tenancy of the entire family. (Amended Feb 2012)

Acceptable evidence of the SSN consists of:

a. An original SSN card issued by SSA
b. An original SSA-issued document, which contains the name and SSN of the individual; or
c. An original document issued by a federal, state or local government agency, which contains the name and SSN of the individual

(2) If the head of household leaves the leased unit and an adult remains in the household, the remaining family

member may assume the head of household and enter into new leases provided utilities can placed in their name. If the head of household is deceased and there are no adults remaining in the household, only minors, a family member or guardian may request to assume the leased unit to care for the minors. The family member must go through the screening process (income eligibility; criminal history, etc) in order to become the head of household. The family member or guardian may temporarily reside in the unit until the screening process is complete. The family member or guardian must be able to place the utilities in their name.

(b) a report of the following changes which would result in a decrease in the tenant's rent amount:
…..a decrease in income that lasts in excess of thirty (30) days, except that….if the decrease is a result of the tenant's TANF assistance being reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement, such families must not have the public housing rent reduced based on the benefit reduction. The prohibition on reduction of public housing rent is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits, nor a situation where the family has complied with welfare program requirements but cannot obtain employment. After receiving a request for income recertification and rent reduction predicated on a reduction in tenant income from welfare, the PHA may deny the rent reduction request only after obtaining written verification from the welfare agency that the family's benefits have been reduced because of non-compliance with the economic self-sufficiency program or a work activities requirement or because of fraud. If a rent reduction based on the above circumstances is denied, the tenant has a right to an administrative review through the PHA's grievance procedure.

(c) an increase in allowances or deductions

Decreases in rent will be effective the first day of the month following the change in circumstances, provided the change was reported in a timely manner (within fourteen (14) business days of the change).

The tenant must report the following factors which could result in an increase in the tenant rent:

(1) **All increases in household** income except that:

(a) LMHA will only increase a tenant's rent if the gross monthly household income increases by a minimum of five hundred dollars ($500.00) unless the increase is a result of a new income source. A tenant living in Harr Plaza or International Plaza will only see their rent increase if the gross monthly income increases by two hundred dollars ($200.00). (Amended Feb 2012)

(b) The PHA cannot increase a public housing tenant's rent for a period of twelve (12) months when the annual income increases as a result of new employment or increased earnings if the increase in income results from:

► earnings from a previously unemployed family member (must have been unemployed at least twelve (12) months. or the family member has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.

► earnings of a family member during participation in a self-sufficiency or job training program.

► earnings of a family member that currently receives or within six (6) months after receiving assistance, benefits, or services under any state program for Temporary Assistance to Needy Families funded under Part A of title IV of the Social Security Act. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance, provided that the total amount over a six (6)-month period is at least five hundred dollars ($500). (Amended Feb 2012)

After the twelve (12)-month disallowance, a family's rent must be phased in. The phased-in rent cannot increase as a result of the earned income by more than fifty percent (50%) for an additional twelve (12) months.

(2) **Change in family** (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies to the extent the increase in income exceeds five hundred dollars ($500.00) and is a new source. (Amended Feb 2012)

(3) **Receipt of a deferred payment** in a lump sum which represents the delayed start of a periodic payment, i.e. unemployment, TANF, workman's compensation, etc. (SS and SSI amount are excluded per federal regulations).

Increases in rent will be effective the first day of the second month following the change, provided the change was reported in a timely manner (within fourteen (14) days of the change.)

3. UNREPORTED INCOME POLICY. Tenants are required to report income changes in writing within fourteen (14) business days of the change. Wherein the tenant fails to report an income change that results in an increase in rent, the rent shall be effective the first day of the month following the month in which the change occurred. The tenant will be responsible for the retro-active rent amount, which is the difference between what the rent would have been had the change in income/family composition been reported as required, and the amount the tenant was charged for monthly rent.

At the discretion of the Project Manager, a repayment plan may be offered to the tenant for the retroactive rent amount. Should the Project Manager determine that deliberate and willful misrepresentation has occurred; the Project Manager may proceed with a lease termination rather than offer the repayment agreement. If a repayment agreement is offered, the agreement shall adhere to the following schedule of payment.

$1.00	to	$300.00	up to 4 months
$301.00	to	$500.00	up to 6 months
$501.00	to	$800.00	up to 9 months
$801.00	to	$1000.00	up to 12 months
$1001.00	to	$1500.00	up to 15 months
$1501.00	to	$2000.00	up to 18 months
$2001.00	to	$2500.00	up to 24 months

Any deviation from the above schedule must be approved by the Project Manager along with the Assistant Director or the Director. **Please note: "up to" does not mean that the maximum number of months must be given.** (Amended Feb 2012)

The above repayment policy for unreported income shall also be used when a repayment agreement is approved for maintenance and/or other charges.

B. INTERVIEW FORMS

1. AUTHORIZATION FOR RELEASE OF INFORMATION/PRIVACY ACT NOTICE (HUD9886) All public housing or applicant adult (18 years of age and older) family member, and spouse (regardless of age), are required to sign a HUD form 9886, Authorization for Release of Information/Privacy Act Notice. All Harr Plaza and International adult applicants, tenants, family members and spouse (regardless of age) are required to sign a HUD 9887 & 9887-A Authorization for Release of Information/Privacy Act Notice. The release will be used by the PHA to obtain asset/income information to determine the applicant's income eligibility. The release may also be used between regularly scheduled recertifications in the event unreported income is suspected. Each consent form expires fifteen (15) months after signature. LMHA will review with applicants and tenants the Release/Notice HUD 9886 and/or HUD 9887 & 9887A (whichever is applicable) which explains:

- how the information provided by the applicant will be used by HUD/PHA
- HUD's restriction on disclosure of information
- that additional information requested by the PHA pertains to HUD eligibility requirements.

2. PERSONAL DECLARATION FORM. The head of household will be required to complete a Personal Declaration Form in order to complete the application process, or to complete an interim/annual certification. The Personal Declaration Form is a statement in the tenant's own handwriting providing income/asset information, family composition information. The use of this form is recommended by HUD's Inspector General.

C. VERIFICATION PROCEDURES. Verification in applicant files may not be more than sixty (60) days old. Time limits do not apply to information that does not need to be recertified, i.e. age, birth certificates, etc. **Six (6) methods** of verification are acceptable to HUD with the highest mandatory acceptance being Level 6. (Please note: Although it is the EIV System, HUD refers to it as Up-Front Income Verification (UIV) technique. They are in order of acceptability:

Level 6. UP-FRONT VERIFICATION (UIV) = Highest Mandatory. The PHA will utilize HUD's Enterprise Income Verification (EIV) system to obtain an income report for each household. The EIV system is not available for income verifications of applicants. The UIV information, which LMHA can secure through HUD REAC, provides income information from employers, unemployment, and the Social Security Administration.

Level 5. Up-Front Verification (UIV=Highest Optional). The PHA shall use other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, if accessible.

Level 4. Written Third Party Verification = High (**Mandatory to supplement EIV reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information <u>and</u> is unable to provide acceptable documentation to support dispute):** An original or authentic document generated by a third party source dated either within the sixty (60)-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant –provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank

statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations. Verifications are valid for sixty (60) days from date of receipt.

The PHA is required to obtain at a minimum, two (2) current and consecutive pay stubs for determining annual income from wages. For new income sources or when two (2) pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than sixty (60) days (from the PHA interview/determination or request date) is acceptable for conforming effective dates of income.

Verifications not subject to change (date of birth, place of birth) need not be re-verified.

Level 3. Written Third Party Verification Form = Medium Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation): Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset).

It is HUD's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by the PHA relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.)

HUD requires the PHA to rely on documents that originate from a third party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third party verification request form. Two (2) attempts to obtain third-party written verification will be made before relying on another method. Verifications received electronically directly from the source are considered third-party written verifications. A total of three (3) weeks will be allowed for the return of the two (2) attempts to verify third-party written verifications. If third-party written verification is not used, the PHA will document the reasons in the file the reason third party verification is not available.

Level 2. Oral Third Party Verification = Low (Mandatory if written third available). Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. The PHA staff should document in the tenant/applicant file, the date and time of the telephone call (or

visit to the third party), the name of the person contacted and telephone number, along with the confirmed information. This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame as referenced in Level 3.

Level 1. Tenant Declaration = Low (Use as a last resort when unable to obtain any type of third party verification). The tenant submits a statement or affidavit of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant/applicant file why third party verification was not available. (Amended Feb 2012)

All such documents will be photocopied and retained in the applicant/tenant file. When documents cannot be photocopied, PHA staff viewing the documents will attest to the validity of the document. The PHA will accept the following documents from families providing that tampering with such documents can be easily noted:

- ► printed wage stubs with the individual's social security number printed on the wage stub
- ► computer print-outs from employers
- ► signed letters (provided the information is confirmed by telephone)
- ► other documents identified by the PHA as acceptable verification (i.e. W-2 forms; 1099 forms, etc.)

The PHA will accept faxed documents. If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the PHA will contact third-party sources and the family to resolve the differences.

IV. RENTS. As indicated by HUD's Notice of Initial Guidance, published February 18, 1999, the rent provisions are effective for families as they are admitted, re-examined or re-certified, on or after October 1, 1999. The 1998 Act requires PHA's to give families a choice among options for rents. The options provided must include at least a flat rent amount and an income-based rent amount. This choice must be given to each family annually. PHA's must provide residents with enough information to make an informed choice. For example, the PHA could provide the family with both the income-based rent amount and the flat rent amount for the unit. LMHA shall provide each applicant/tenant the choice of the following:

►**Income Based Rent: The monthly rental amount**, including any applicable utility allowance, calculated under this method must not exceed the highest of the following:

30% of the family's monthly adjusted income
10% of the family's monthly gross income

►**Minimum Rent**: The monthly rental amount cannot be less than the minimum rent set forth by the PHA. LMHA's minimum rent for public housing units is

twenty-five dollars ($25.00). The minimum rent will be implemented effective July 1, 2012. (Added Feb 2012)

The QWHRA established certain exceptions to the minimum rent requirements for hardship circumstances.

LMHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to their attention regarding financial hardship as it applies to minimum rent set forth by the Quality Housing and Work Responsibility Act of 1998. LMHA has adopted the following discretionary minimum rent hardship exemptions: (Added Feb 2012)

Criteria for Hardship Exemption

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

The family has lost eligibility or is awaiting eligibility determination for federal, state, or local assistance.

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

The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by LMHA or HUD. (Added Feb 2012)

Suspension of Minimum Rent

The PHA will grant the minimum rent suspension to all families who request it effective the first of the following month.

The minimum rent will be suspended until the PHA determines whether the hardship meets the criteria for exemptions and whether it is temporary or long-term.

"Temporary" means verified to last less than ninety (90) or more days. "Suspension" means that the PHA must not use the minimum rent calculation until the PHA has made a decision.

During the minimum rent suspension period, the family will not be required to pay the minimum rent.

The PHA may not evict the family for nonpayment of rent during the ninety (90) day period beginning the month following the family's request for a hardship exemption.

If the PHA determines that there is no qualifying hardship, the PHA will reinstate the minimum rent, including payment for minimum rent from the time of suspension. The PHA will determine whether a repayment agreement is feasible in accordance with the repayment policy. (Added Feb 2012)

Temporary Hardship Suspension

If the PHA determines that the hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, in accordance with it's repayment policy, for the amount of back minimum rent owed by the family. (Added Feb 2012)

Long-Term Duration Hardship Exemption (24CFR5.63(b)(2)(iii)(B)

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship

continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

All exemption requests must be in writing and directed to the Project Manager. The manager in turn will refer these requests to Resident Services to assist the family with establishing goals to obtain income in the form of benefits or employment. The Executive Director will make the final decision in regard to hardship exemptions.

If a family requests a hearing under the LMHA grievance procedure to review the LMHA's determination denying or limiting the family's claim to a financial hardship exemption, the family is not required to pay any escrow deposit in order to obtain a grievance hearing on such issues. (Added Feb 2012)

►**FLAT RENTS. Flat rents are intended** as an incentive for residents to remain in public housing after than have attained a level of self-sufficiency. The Act requires flat rents be set at "rental value", which HUD interprets to be reasonable market value. LMHA shall review flat rents annually. A flat rent is the amount the family pays directly to LMHA for a specific bedroom size. LMHA arrived at the flat rent amounts by establishing the cost per bedroom as reflected by the current year budget operating expenditures. The family is responsible for the gas and electric. Flat rents are reviewed and adjusted annually. Flat rents are mailed to all residents, posted at all LMHA sites, and posted on LMHA's website at www.lmha.org. (Amended Feb 2012)

The 1998 Act requires a PHA to immediately switch a family from a flat rent to an income based rent if the PHA determines that the family has a financial hardship circumstance. When the family requests a change, LMHA will conduct an examination of the family's income in order to switch the family to an income-based rent amount. The rent will change to an income-based rent amount the first of the month following the month the family reported the hardship. Once the family switches to an income-based rent, the family may not return to the flat rent until the next scheduled annual recertification. LMHA will consider the following circumstances a hardship:

- ► loss or reduction of employment
- ► death in the family
- ► increase in the family's expenses for medical costs
- ► increase in child care costs
- ► transportation or education costs

V. MISREPRESENTATION. Warning: Title 18, Section 1001 of the United States Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department Agency of the United States Government.

HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any

applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at **208 (a) (6), (7) and (8).** Violation of these provisions are cited as violations of 42 U.S.C. Section **408 (a) (6), (7) and (8).** (Amended Feb 2012)

VI. PET OWNERSHIP. Pet owners interested in residing in LMHA owned units, may request a pet policy from the Admissions Office or from the Project Manager. LMHA, as an owner and manager for projects for the elderly, disabled, or handicapped, will not:

A. As a condition of tenancy or otherwise, prohibit or prevent any tenant in LMHA housing from owning common household pets or having such pets living in the tenant's dwelling unit; or

B. Restrict or discriminate against any person in connection with admission to, or continued occupancy of, LMHA housing by reason of the person's ownership of common household pets or the presence of such pets in that person's dwelling unit.

VII. EXCLUSION FOR SERVICE ANIMAL. The LMHA Pet Policy shall not apply to service animals who meet the descriptions set forth in this Policy. "Service animals" are defined by Civil Rights Division of the U.S. Department of Justice as "any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability". Service animals are permitted in the developments to assist residents and/or visitors and guests of residents. LMHA will make a "reasonable accommodation" with regard to service animals. The animal, considered to be a service animal, may not necessarily perform physical assistance for the disabled individual but may be required to be an emotional support or medical support service animal. A physician/psychiatrist must provide documentation stating the necessity for the service animal. Service animals are not required to meet the weight restriction listed in the pet policy. Certain breeds, which may be restricted by the pet policy, may be permitted as a service animal when required by the physician, provided an undue financial burden is not placed on the Housing Authority. For instance, a resident requiring a service animal which is of a restricted breed, may be required to purchase liability insurance naming LMHA as an additionally insured on the policy. Service animals must be muzzled when they are outside the leased unit. The resident is required to remove waste deposited by the service animal. Any resident interfering with or injuring a service animal may be subject to lease termination.

LMHA shall implement procedures relevant to emotional support animals. (Added Feb 2012)

VIII. GRIEVANCE PROCEDURE. The purpose of the grievance procedure is to assure a PHA tenant is afforded an opportunity for a hearing if the tenant disputes any PHA action or failure to act, involving the tenant's lease with the PHA or PHA regulation which adversely affects the individual tenant's rights, duties, welfare or status. The tenant must notify the PHA within ten (10) business days of the occurrence which they wish to grieve.

The PHA may bypass the grievance procedure and move to judicial evictions in cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the PHA, or any drug-related criminal activity on or off such premises.

IX. SCATTERED SITE HOUSING. Scattered site housing shall be available to current LMHA residents meeting the scattered site transfer criteria (see Appendix VI for complete criteria).

X. NON-DISCRIMINATION. LMHA will not discriminate against any applicant based on the following:

►Race, color or national origin
►Religion
►Sex
►Disability
►Age
►Familial status
►Ancestry
►Military status

LMHA will comply with all Civil Rights laws, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex.
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and other forms of prohibited discrimination.
- Executive Order 11063.
- Section 504 of the Rehabilitation Act of 1973, which describes housing rights of persons with disabilities.
- The Age Discrimination Act of 1975 which establishes certain rights of the elderly.
- Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern.
- Any applicable State laws or local ordinances, and
- Any legislation protecting the individual rights of tenants, applicants, or staff that may subsequently be enacted.

XI. ETHICAL STANDARDS. The Lorain Metropolitan Housing Authority (LMHA) shall prohibit the solicitation or acceptance of gifts, in excess of a nominal value, by an officer or employee of the PHA, or any contractor, subcontractor, or agent of the PHA. Employees violating the LMHA "Ethical Standards Code" shall be subject to disciplinary action up to and including termination. The disciplinary action shall be commensurate with the violation.

XII. GENERAL PROVISIONS. Amendment Clause. LMHA reserves the right to interpret, amend, cancel, or waive any provision of this policy under special circumstances, provided such action is consistent with Federal and State laws and the general purpose of Public Housing.

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LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX I

DEFINITION OF TERMS

LORAIN METROPOLITAN HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
APPENDIX I
DEFINITION OF TERMS

I APPLICABILITY. This subpart applies to all dwelling units assisted under the U.S. Housing Act of 1937 in Developments owned and managed by LMHA and leased to LMHA residents.

II DEFINITIONS. The following definitions as defined by HUD/PHA are used in the administration of the Public Housing Program operated by LMHA under the Housing Act of 1937. These definitions are also applicable to Section 8 New Construction.

Adjusted Income. Adjusted income means annual income (as determined by the PHA) of the members of the family residing in or intending to reside in the PHA dwelling unit, after making the following deductions:

Mandatory deductions. In determining adjusted income, a PHA must deduct the following amounts from annual income:

- $480.00 for each dependent
- $400.00 for any elderly family or disabled family
- The sum of the following, to the extent the sum exceeds 3% of annual income: Un-reimbursed medical expenses of any elderly family or disabled family;

  Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member with a disability) to be employed.
- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education; and
- The amount of any earned income of a family member (other than the family head or spouse) who is not 18 years of age or older.

Permissive deductions – for public housing only. A PHA may establish other deductions from annual income. The PHA must identify these deductions in its written policies and must grant them to every family who qualifies.

LMHA has granted a medical deduction to working families whose medical insurance is deducted from their gross wages.

Annual Income. The anticipated total income from all sources (earned or unearned) received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for a twelve (12)-month period following the effective date of the initial determination or the recertification of income, exclusive of certain types of income as defined in 24 CFR 5.609 (c) 1-17.

Applicant. A person or a family that has applied for housing assistance through LMHA.

Child. A member of the family, other than the family head or spouse, who is under eighteen (18) years of age.

Child Care Expenses. Amounts paid by the family for the care of minors under thirteen (13) years of age where such care is necessary to enable a family member to be employed, actively seek employment, or further his/her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary for employment, the amount deducted shall not exceed the amount of income derived from the employment. The PHA may not disallow a deduction for child care expenses because there is an unemployed adult in the family if child care expenses permit another adult in the family to be gainfully employed.

Citizen. A citizen or national of the United States.

Co-head. An individual in the household who is equally responsible for the lease with the head of the household.

Dependent. A member of the family household, other than the family head or spouse, (excluding foster children), who is under eighteen (18) years of age or is a disabled person or handicapped person, or is a full-time student eighteen (18) years of age or over.

Designated Agent Form. A form completed by LMHA applicants designating one (1) person the PHA may contact for removal of the tenant's possession, should the tenant no longer be able to live independently.

Disabled Family. A family whose head (including co-head), spouse, or sole member is a person with disabilities, or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (Amended Feb 2012)

Disabled Person. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-7).

Displaced Family. A family in which each member is displaced by governmental action or a person whose dwelling unit 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, 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.

Effective Date. The "effective date" of a certification or recertification refers to:

- in the case of a certification for admission, the date of initial occupancy
- in the case of recertification of an existing tenant, the date the re-determined rent becomes effective.

Elderly Family. A family whose head (including co-head), spouse or sole member is a person who is at least sixty-two (62) years of age; or two (2) or more persons who are at least sixty-two (62) years of age living together; or one (1) or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person. One who is at least 62 years of age.

Eligible Family. A family who the PHA has determined meets the criteria for occupying a public housing unit.

Evidence of Citizenship or Eligible Immigration Status. The documents which must be submitted to evidence citizenship or eligible immigration status. The acceptable evidence of eligible immigration status, subject to verification, is listed in 24 CFR 5.510.

Excessive Medical Expenses. Any medical expense incurred by an elderly/disabled family in excess of three percent (3%) of Annual income, which is not reimbursable from any other source (see definition of medical expenses).

Extremely Low-Income Family. A family whose annual income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

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

- A family with or without children in which any of the household members are related by blood or marriage or adult members who provide assurance to LMHA, either by affidavit or other documentation, they consider themselves to be in a permanent, stable family relationship (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size).
- An elderly person or family
- A near-elderly person or family
- A disabled person or family
- A displaced person or family
- The remaining member of a tenant family; and
- A single person who is not elderly, disabled or displaced; (includes a pregnant woman with no children). (24 CFR §5.403) (Amended Feb 2012)

Family of Veteran or Service Person. Families where the Head, Spouse or Co-Head is a veteran who served in the active military or naval service of the United States, including families of deceased veterans or deceased persons who were so serving at the time of death. (24 CFR §5.403) (Amended Feb 2012)

Foster Care Child Care Payment. Payments to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children. These payments are not considered income for rent calculation purposes.

Full-time Student. A person who is attending school or vocational training on a full-time basis. Full time is defined as 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.

Grievance. Any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

Handicapped Assistance Expenses. Reasonable expenses that are anticipated during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed, provided the expenses are neither paid to a member of the family nor reimbursed from an outside source.

Handicapped Person. A person having a physical or mental impairment that:

- is expected to be of long-continued and indefinite duration;
- substantially impedes his or her ability to live independently; and
- is of such a nature that such ability could be improved by more suitable housing conditions.

Head of Household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

HUD. The Department of Housing and Urban Development.

Imputed Asset. An asset disposed of for less than fair market value during the two (2) years preceding certification or recertification.

Imputed Income. HUD passbook rate multiplied by the total cash value of assets. Calculated when assets exceed five thousand dollars ($5000.00).

Income Limits. Limits established by HUD to determine if applicants qualify for rental assistance in public housing. Income limits are posted at each site and on LMHA's website at www.lmha.org.
(Amended Feb 2012)**INS.** The U.S. Immigration and Naturalization Service.

Lease. A written agreement between a PHA and a resident in assisted housing.

Live-in Aide. A person who resides with one or more elderly persons or person with disabilities and who:

- is determined to be essential to the care and well being of the person(s)
- is not obligated for the support of the person (s); and

- would not be living in the unit except to provide the necessary supportive services. Certification form completed by health care professional required for approval of live-in aide. Live-in aide is subject to criminal history/background check.

Low-income Family. A family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller or larger families. HUD may establish income limits higher or lower than eighty percent (80%) of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family income.

Medical Expenses. Those medical expenses, including medical insurance premiums (including Medicare), that are anticipated during the period for which Annual Income is computed and that are not covered by insurance. This deduction is for elderly/disabled families only. **A wide-range of un-reimbursed medical expenses can be claimed, including but not limited to the following:**

- Services of health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, clinics, chiropractors, etc.)
- Laboratory fees, X-rays, and diagnostic tests; costs for blood and oxygen
- Prescription and non-prescription medicines and/or supplies {non-prescription medicines and/or supplies must be on record (written documentation) as being prescribed by a doctor};
- Transportation to/from treating including the actual cost (bus fare, cab);
- Medical care of a permanently institutionalized family member IF his/her income is included in the calculation of annual income for determining rent;
- Dental treatment including fees paid to the dentist for cleaning, fluoride treatments, sealants, x-rays, filling braces, extractions, and dentures;
- Eyeglasses and contact lenses
- Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs (for those items not reimbursed);
- Attendant care or periodic attendant care;
- Payments on accumulated medical bills (that will be due in the year for which annual income is computed) for the services of physicians, nurses, dentists, opticians, mental health practitioners, chiropractors, hospitals, out-patient medical facilities (to the extent that verification can be obtained indicating tenant is making payments);
- Purchase or rental and upkeep of medical equipment;
- Skilled, semi-skilled and unskilled nursing services;
- Any other medically necessary service, apparatus or medication, as documented by a third party health care provider.

Minor. A member of the family (excluding foster children) other than the head or spouse who is under eighteen (18) years of age.

Mixed Family. A family whose member includes those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income. 1/12 of the Annual Income after allowances or deductions.

Monthly Income. 1/12 of the gross Annual Income.

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 fifty (50) years of age but below the age of sixty-two (62); or two (2) or more persons who are at least 50 years of age but below the age of sixty-two (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. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (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).

Non-Citizen. A person who is neither a citizen nor a national of the United States.

Police Officer. Police Officer means a person determined to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State, or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify.

Public Housing Agency (PHA). Any state, county, municipality or other governmental entity or public body that is authorized to engage in or assist in the development or operation of housing for low income individuals/families.

Recertification. The process of securing documentation to determine the rent the tenant will pay for the next twelve (12) months if there are no additional changes reported. There are annual and interim recertifications.

Responsible Entity. For the public housing assistance, the responsible entity means the PHA administering the program under an ACC and HUD.

Security Deposit. A specific dollar amount deposited by the resident with the PHA which may be used upon vacating for unpaid rent or damages to the PHA owned unit.

Service Person. A person in the active military or naval service (including active reserve) of the United States.

Single. A person living alone on intending to live alone who is neither elderly, disabled or the remaining member of a family.

Spouse. The marriage partner of the head of household. (Amended Feb 2012)

Temporary. Temporary is defined as ninety (90) days or less.

Tenant Rent. The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing).

Total Tenant Payment. The total amount the HUD rent formula requires the tenant to pay toward rent and utilities. Total Tenant Payment is the higher of:

- Thirty percent (30%) of the family's monthly adjusted income
- Ten percent (10%) of the family's gross monthly income
- The minimum rent as determined by the PHA in accordance with 5.630

Unit. Residential space for the private use of an individual/family under lease with the PHA.

Utility Allowance. The PHA's estimate of the average monthly utility bills (except telephone) for an energy conscious household. The estimate considers only utilities paid directly by the tenant. If all utilities are included in the rent amount, there is no utility allowance. Utility allowances are mailed to residents, posted at all LMHA sites, and available on LMHA's website at www.lmha.org (Amended Feb 2012).

Utility Reimbursement Payment (URP). The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment (TTP) for the family occupying the unit. URP payment are mailed directly to the family monthly.

Very Low-Income Family. A family whose Annual Income does not exceed fifty percent (50%) of the median areas, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty (50%) of the median income for the areas on the basis of its findings such variations are necessary because of unusually high or low family income.

Veteran. Veteran has the same meaning as assigned by the Ohio Revised Code 5901.01. (Amended Feb 2012)

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.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX II

INCOME LIMITS

(Amended Feb 2012)

Income Limits are posted at all LMHA administrative offices,
published on the LMHA website at www. lmha.org.
and are available at the HUD website at
http://www.huduser.org/portal/datasets/il/il2012/2012summary.odn

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX III

LOCAL PREFERENCES

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX III

LOCAL PREFERENCES

Revised Feb 2012

HUD has repealed the federal housing preferences. Housing Authorities may apply local preferences in assigning housing units. LMHA has chosen to use the following local preferences:

- **Veteran Preference**
  - Families where the Head, Spouse or Co-Head is a veteran who served in the active military or naval service of the United States, including families of deceased veterans or deceased persons who were so serving at time of death.
  - As used in this section:
    - "Veteran" has the same meaning as assigned by the Ohio Revised Code 5901.01, which means either of the following:
      - A former member of the armed forces of the United States who served on active military duty and received an honorable discharge or honorable separation, a member of the armed forces of the United States who died on active military duty, or a member of the armed forces of the United States missing in action more than ninety days; or
      - A member of the United States merchant marine to whom either of the following applies:
        - The member has an honorable report of separation from the active duty military service, form DD214 or DD215.
        - The member served in the United States merchant marine between December 7, 1941, and December 31, 1946 and died on active duty while serving in a war zone during that period of service.
    - "United States Merchant Marine" includes the United States Army transport service and the United States naval transport service.

- **Residency Preference**
  - Families where the Head, Spouse or Co-Head lives or works in Lorain County and can provide proof of address.
    - Proof of address is defined as picture identification, pay stub, mail with current address.

- **Working Preference**
  - Families where the Head, Spouse or Co-Head have been steadily employed for the past ninety (90) days or more.
    - Employment is defined as working a minimum of ten (10) hours per week at an established business source.
  - Families where the Head, Spouse or Co-Head is receiving Social Security and/or Supplemental Security Income or sixty-two (62) years of age or older receive this preference.
- **Homeless or Rent Burden Preference**
  - Families where the Head, Spouse or Co-Head is currently paying more than fifty percent (50%) of their gross monthly income towards rent and utilities for the last ninety (90) days.
    - Mortgages and homes in foreclosure are not included.
    - Must provide a lease in their name, three (3) months of rent receipts and twelve (12) month utility print-out.
  - Families that are homeless and can submit verification from a shelter or a qualifying agency.

- **Displaced or Victim of Natural Disaster**
  - Families where the Head, Spouse, or Co-Head has been involuntarily displaced by a Government action.
    - Families must provide documentation directly from the Government Agency.
  - Families who were a victim of a natural disaster.
    - Families must provide documentation directly from the source.

Elderly/disabled applicants are afforded the same preference as an applicant employed a minimum of ninety (90) days.

Preferences will be aggregated except for the Displacement by natural disaster.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX IV

SECURITY DEPOSITS

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSION AND CONTINUED OCCUPANCY POLICY

APPENDIX IV

SECURITY DEPOSITS

The Security Deposit for Tenant Families shall be $100.00.

The Security Deposit for Elderly/Disabled Individuals/Families shall be $50.00

The Security Deposit for "Singles" shall be $100.00.

The Security Deposit for Harr Plaza and International Plaza shall be one month's Total Tenant Payment.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX V

AIR CONDITIONING POLICY, WATER SURCHARGE POLICY, AND UTILITY ALLOWANCES

LORAIN METROPOLITAN HOUSING AUTHORITY
AIR CONDITIONING POLICY

Revised March 2012

24 CFR Section 965.505(e) states: "If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use the air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning, the PHA shall not include air conditioning in the utility allowance. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506."

Because HUD is enforcing this requirement in the federal regulations, Lorain Metropolitan Housing Authority (LMHA) has developed this policy regarding the installation and monitoring of air conditioners (a/c) and the surcharges for the use of air conditioners.

LMHA restricts the size of resident provided a/c units to 6000 BTU and will permit a maximum of two (2) air conditioners per floor.

It is necessary for LMHA maintenance staff to install the tenant-provided air conditioner to ensure that the a/c units are safely and properly installed and to avoid damage to the window. The tenant pays for this installation. This fee includes the cost of materials plus labor (1/4 hour minimum).

Tenants in the family developments must call in a work order for their air conditioner to be installed. If there is only one window in the room, then LMHA will use a device called EZ-OUT which permits exit via the window in case of emergency. Tenants who install an a/c without permission will be issued a 24-hour notice that LMHA will enter the unit to confirm safe and proper installation. Following are the fees:

Install a/c in a room with only one window (using EZ-OUT device).....$100.00
Install a/c in a room with more than one window... ¼ hour labor min + materials (not to exceed $30)
Reinstall the a/c with the EZ-OUT next year (Tenant must store their EZ-OUT…¼ hour labor
Confirm safe/proper installation of tenant-installed a/c……...$30.00 minimum

Residents will be surcharged for the cost of electricity for each air conditioner installed in their unit. This annual surcharge will be on the July rent statement every year in addition to rent, maintenance charges, etc. **Failure to pay the surcharge is grounds for termination of the lease.**

This fee will be prorated for persons moving in after June 1 but before September 15, and for residents who have paid the surcharge but move out before September 15.

Fees will be reviewed annually and may be modified based upon utility rates. Every three (3) years, the degree-day portion of the surcharge calculation will be reviewed and adjusted, if necessary, based upon historical temperatures.

Residents will be advised of the surcharges every year when LMHA distributes the utility allowances. Property-specific notices will also be sent out in March or April to all residents. The surcharges will be

posted at all LMHA Public Housing Administrative Offices and published on the LMHA website at www.lmha.org.

High rise residents who do not want to use their LMHA provided a/c may request in writing that their a/c unit be disabled. Written request must be submitted to the Manager who will in turn generate a work order. In these cases, the resident will not be surcharged for the use of the a/c nor will they be charged for the a/c to be disabled.

Exemption from surcharges for air conditioner usage

Residents who have no income and hence pay no rent, may qualify for a hardship exemption from the monthly surcharge for the use of their a/c. Residents with disabilities are encouraged to contact other agencies, such as Medicaid/Medicare, Lorain County Jobs and Family Services, Lorain County Community Action Agency, United Way, etc. to request assistance in the payment of the HUD required surcharge.

Residents must submit their written request for an exemption to their Manager along with any documentation to support their request for an exemption. The Manager will submit the request to the Executive Director for review and determination of approval/disapproval. Requests for exemption will be considered on a case-by-case basis.

LMHA Water Surcharges

The LMHA dwelling units that have water meters that can be used as check meters shall be subject to water surcharges. The surcharges are developed by using the national average consumption data for specific bedroom sizes in the Section 8 Handbook and applying the current water and sewer rates for the community in which the unit is located. Based on current national average consumption for water, any unit that uses above the amount of water listed in the following table shall be subject to surcharges.

1 Br	7 CCF
2 Br	10 CCF
3 Br	12 CCF
4 Br	15 CCF
5 Br	17 CCF
6 Br	19 CCF

The cost for each CCF shall be reviewed and adjusted annually, mailed to all affected residents, posted at all LMHA sites, and published on the LMHA website at www.lmha.org. (Amended Feb 2012)

Annually the Authority will review the basis on which utility allowances have been established in order to continue adherence to the standards in 24 CFR 965.505. Utility allowances are mailed, posted at all LMHA sites, and published on the LMHA website at www.lmha.org. (Amended Feb 2012)

Request for an exemption from the surcharge for excess water consumption may be granted by the Authority on reasonable grounds such as special needs of elderly, ill or disabled residents, or special factors affecting utility usage not within the control of the resident.

Requests for exemption of the surcharge should be presented in writing along with documentation justifying the request for the exemption to the Manager's Office. The Manager will forward the request to the Executive Director for consideration.

LMHA Utility Allowances

LMHA public housing utility allowances are reviewed, adjusted and sent to residents annually and are posted at all LMHA Administrative Offices. Public Housing and Housing Choice Voucher Program utility allowances are published on the LMHA website at www.lmha.org. (Amended Feb 2012)

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VI

RESIDENT CRITERIA FOR SCATTERED SITE HOUSING

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VI

RESIDENT CRITERIA FOR SCATTERED SITE HOUSING

(Revised 2011)

Criteria applies to the past 2 years housing

- Must have been an LMHA resident for a minimum of two (2) years at time of application.

- Resident can have no more than two (2) late rents, maintenance charges, or other charges within a twelve (12) month period.

- Tenant history to be checked includes:
  a. no work orders in files can evidence tenant caused damage (wear and tear not cause for denial)
  b. no documented complaints in file regarding drug activity at unit
  c. no documented complaints in file against resident/family/children or guests
  d. no documented vandalism by resident/family/children or guests
  e. good housekeeping habits; must have received good or very good on annual inspections for the past two (2) years; cannot have been on special inspections due to poor housekeeping habits within the past two (2) years
  f. no criminal history (local police checks and fingerprints will be taken)
  g. must exhibit family stability and pride in housing
  h. must have capability of yard maintenance
  i. if required to perform Community Service, the family must be in compliance
  j. cannot have had the gas or electric disconnected due to non-payment
  k. cannot have had terminations issued for non-payment of maintenance charges, retro-rent, criminal activity, unauthorized residents, or excessive water charges

- When provided by LMHA, the tenant must agree to receive training in:
  a. housekeeping skills
  b. general household maintenance

- All individuals in household over eighteen (18) years of age must sign a release of information for criminal history check.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VII

ANNUAL INCOME

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VII
ANNUAL INCOME

24CFR 5.609 ANNUAL INCOME

A. Annual Income means all amount which:

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 twelve (12) month period following admission or annual recertification effective date; and

3. Which are not specifically excluded in paragraph (C) f of this section.

4. Annual income also means amounts derived (during the twelve (12) month period) from assets to which any member of the family has access.

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

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

2. The net income from the operation of a business or profession.

3. Interest, dividends, and other net income of any kind from real or personal property. Where the family has net family assets in excess of five thousand dollars ($5000.00) the annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including the lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (SS & SSI excluded).

5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in (c) (3) of this section).

6. Welfare assistance payments. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
   - Qualify as assistance under the TANF program definition at 45 260.31; and
   - are not otherwise excluded under paragraph (C) of this section

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

8. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (C) (7) of this section.

C. Annual Income does not include the following:

1. Income from employment of children (including foster children) under the age of eighteen (18) years;

2. 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);

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payment under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b) (5) of this section;

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

5. Income of a live-in aide, as defined in 24 CFR 5.403;

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

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

8. (i) Amounts received under training programs funded by HUD;
   (ii) 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);

(iii) Amounts received by a participant in other public assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed two hundred ($200) per month) received by a resident for performing a service for the PHA 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.

No resident may receive more than one such stipend during the same period of time.

9. Temporary, nonrecurring or sporadic income (including gifts).

10. Reparation payment paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

11. Earnings in excess of four hundred eighty dollars ($480.00) for each full-time student eighteen (18) years or older (excluding the head of household or spouse).

12. Adoption assistance payments in excess of four hundred eighty dollars ($480.00) per adopted child.

13. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

14. Amount received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

15. Amounts paid by a State Agency to a family with a 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.

16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609 (c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

D. ***For Public Housing only.*** In addition to the exclusions from annual income covered in paragraph (C) of this section, a PHA may adopt permissive deductions. LMHA has adopted one permissive deduction which is a deduction for medical insurance premiums withheld directly from the employed resident's/applicant's gross pay.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VIII

DECONCENTRATION POLICY

IMPLEMENTATION OF DECONCENTRATION POLICY AS REQUIRED BY THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998 (QHWRA)

In order to achieve a greater income mix, LMHA offers a local preference to individuals who have been employed a minimum of ninety (90) days. These residents have a greater preference than an applicant who may only live in Lorain County. When LMHA instituted this preference, federal regulations prohibited giving the preference on the amount earned, therefore, the preference was given to an applicant family employed a minimum of ninety (90) days, regardless of amount earned.

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) permits the PHA to consider a number of approaches to achieve the goals of deconcentration and income mixing, such as skipping over certain families on the waiting lists based on income; the establishment of certain preferences, such as working preferences; additional applicant consultation and information; and rent incentives authorized by QHWRA. Since it was prohibited to grant a local preference based on the amount earned, LMHA does not plan to skip over certain families based on income. Families will continue to be housed based on the number of preferences for which they qualify.

At this time, LMHA would continue to use the current local preferences, which include the aforementioned working preference. Additionally, as an enticement to employed individuals, LMHA will grant a permissive deduction to working families for medical insurance premiums withheld from the employed applicant's/resident's gross pay.

LMHA has established flat rent amounts for units based on bedroom size. By offering an applicant the choice of paying thirty percent (30%) of adjusted income or a flat rate based upon the size unit needed, LMHA hopes to attract the working families in need of affordable housing.

Board resolution 8402-99; 6-16-99

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX IX

EIV POLICY

Revised 2012

LORAIN METROPOLITAN HOUSING AUTHORITY
ADMISSION AND CONTINUED OCCUPANCY POLICY
APPENDIX IX
EIV POLICY

LMHA will use the Enterprise Income Verification (EIV) provided by HUD to determine if residents/participants are disclosing all household income.

LMHA will advise applicants, Section 8 participants, and Public Housing residents of the PHA's ability to compare the income they are disclosing to the income reported through State Wage Income Collection Agencies, Social Security benefits, and Unemployment benefits.

Upon receipt of an application, the Admissions personnel (PHA & HCV) shall check the SSN of all adult members on the application under the Existing Tenant Search to ensure applicants are not currently a lease holder or a member of a household residing in a subsidized unit.

The Admissions personnel shall run the Existing Tenant Search again immediately prior to being offered housing/rental assistance to ensure the applicant did not lease elsewhere while on the waiting list. If the result is positive, the Admissions personnel will follow up with the respective housing provider to confirm program participation prior to the applicant being admitted to housing.

Admissions personnel shall also sun the Search for Former Tenant report for adult applicants. Regardless of the results, personnel shall print the screen showing the last four (4) digits of the SSN and place it in the applicant file. This information will be used in assessing the applicant's eligibility for housing.

LMHA will review the EIV system one hundred twenty (120) days after admission of an applicant to assisted housing to determine if the applicant disclosed all income at the time of admission to assisted housing.

Type of file documentation required to demonstrate PHA compliance with mandated use of EIV as a third party source to verify tenant employment and income information.

For each <u>new admission</u> (form HUD-50058 action type 1), the PHA is required to do the following:

i. Review the EIV Income Report to confirm/validate family reported income within one hundred twenty (120) days of the PIC submission date; and
ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
iii. Resolve any income discrepancy with the family within sixty (60) days of the EIV Income Report date.

For each <u>historical adjustment</u> (form HUD – 50058 action type 14), the PHA is required to do the following:

i. Review the EIV Income Report to confirm/validate family-reported income within one hundred twenty (120) days of the PIC submission date; and
ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
iii. Resolve any income discrepancy with the family within sixty (60) days of the EIV Income Report date.

For each interim reexamination (form HUD – 50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:

i. ICN Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHAs have the discretion to print the EIV report, however, only the ICN page is required.)
ii. EIV Income Report when there is an income discrepancy noted on the household's Income Discrepancy Report or Income Discrepancy Report.

For each annual reexamination of family income and composition, the PHA is required to have the following documentation in the tenant file:

1. No Dispute of EIV Information: EIV Income Report, current acceptable tenant-provided documentation, and *if necessary* (as determined by the PHA), traditional and third party verification forms(s).
2. Disputed EIV Information: EIV Income report, current acceptable tenant-provided documentation, and/or traditional third party verification form(s) for disputed information.
3. Tenant-reported income not verifiable through EIV system: Current tenant-provided documents, and if necessary (as determined by the PHA), traditional third party verification form(s)

When the income information supplied by EIV reveals an employer or other income source that the resident/participant did not disclose or a substantial difference in what was reported, LMHA will:

a. Discuss the income discrepancy with the tenant; and
b. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources; and
c. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
d. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively; and
e. Take appropriate action as directed by HUD or the PHA's administrative policies.

Resident/participants who fail to disclose all income are required to reimburse the PHA if they were charged less than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA must terminate the

family's tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at the execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

a. Reference to the paragraphs in the Public Housing Lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example if the PHA determines that the family has not reported income for a period of five (5) years and only has documentation for the last three (3) years, the PHA is only able to determine retroactive rent for the three (3) years for which documentation is available.

PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures. Factors used to determine the appropriate action to be taken will be the length of time the income was unreported, the amount of money the resident/participant must repay, the number of times the resident/participant completed the Personal Declaration form and failed to disclose the income, and the number of times the resident/participant met with an LMHA employee and failed to disclose the income.

If LMHA determines it is in the best interest to offer the resident/participant a repayment agreement and permit the resident/participant to remain in subsidized housing, the following time frames shall apply to the repayment agreement:

$1.00	to	$300.00	up to 4 months
$301.00	to	$500.00	up to 6 months
$501.00	to	$800.00	up to 9 months
$801.00	to	$1000.00	up to 12 months
$1001.00	to	$1500.00	up to 15 months
$1501.00	to	$2000.00	up to 18 months
$2001.00	to	$2500.00	up to 24 months

Any deviation from the above schedule must be approved by the Public Housing Operations Manager, along with securing the approval of the Director or Assistant Director. The above-referenced payment schedule will be used for all overpayments resulting from non-disclosed

income, whether is disclosed to LMHA under the EIV system or LMHA is able to detect unreported income through other means.

For amounts in excess of two thousand, five hundred dollars ($2500.00), the Director will review the circumstances surrounding the overpayment with the Project Manager to determine a course of action.

In instances where the non-disclosure of income results in overpayments that exceed five thousand dollars ($5000.00), the resident/participant's case will be referred to LMHA Legal Counsel for appropriate action. Any amounts exceeding two thousand, five hundred dollars ($2500.00) will also be reported to the Credit Bureau.

HUD defines a substantial difference as one that is two hundred dollars ($200.00) or more per month. LMHA's interim policy does not require an interim rent change be processed unless the gross monthly income increases by more than five hundred dollars ($500.00) per month unless it is an additional source of income, e.g., a resident/participant reporting zero income begins to receive income in the household (regardless of amount). The five hundred dollar $500.00 threshold for interim rent changes is applicable to LMHA's Public Housing Program only. (Amended Feb 2012)

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs are required to monitor the following EIV reports on a monthly basis:

Deceased Tenants Report
Identity Verification Report
Immigration Report

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs are required to monitor the following EIV reports on a quarterly basis:

Income Discrepancy Report
Multiple Subsidy Report
New Hires Report (if your agency has an interim increase policy)

All LMHA Staff working with the EIV System are required to complete Annual Security Awareness training and EIV system training (initial (complete system training) and update (interim system changes) training) when offered by HUD Headquarters (HHQ). This training requirement also applies to those individuals who will not access EIV, but will view or handle printed and/or electronic EIV data. Individuals who will view and/or handle printed EIV information are required to complete only annual Security Awareness training (EIV system training is optional for these individuals). EIV training provided by third parties (other than HUD Headquarters) does not fulfill the mandatory EIV training requirement.

LMHA employees will be advised that the Federal Privacy Act (5 USC 552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or copy provided or displayed) with another adult household ember, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

Penalties for willful disclosure or inspection of EIV data:

1. Unauthorized disclosure – felony conviction and fine up to $5,000 or imprisonment up to five (5) years, as well as civil damages.
2. Unauthorized inspection – misdemeanor penalty of up to $1,000 and/or one (1) year imprisonment, as well as civil damages.

LMHA staff shall properly dispose of the EIV data as soon as it has met the audit requirements of the Housing Authority and the U.S. Department of Housing and Urban Development. All information contained in a resident/participant's file will be in a secure area.

The proper disposal of EIV originals and any documents created is shredding. The LMHA employee shall maintain a register of any EIV documents shredded.

LMHA will keep tenant files in a secure area. Access to the secure area will be limited to LMHA Staff or visitors escorted by LMHA Staff. Restricted areas will be marked clearly with appropriate signs.

LMHA will restrict access to EIV data only to those employees whose duties and responsibilities require access in order to determine the appropriate level of rental assistance.

LMHA Staff using the EIV system must sign a User Agreement.

LMHA provides applicants and tenants of PIH rental assistance with the *"What you Should Know About EIV Guide"* to educate families about EIV and inform them of how it affects their family.

LMHA will conduct a quarterly review of all User ID's issued to determine if the Users still have a valid need to access the EIV data.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX X

COMMUNITY SERVICE ADMINISTRATION POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

(Revised 2-2012)

COMMUNITY SERVICE ADMINISTRATION POLICY

The Quality Housing and Work Responsibility Act of 1998 (960.603) requires that each adult resident of public housing must:

a. Contribute eight (8) hours per month of community service (not including political activities); or
b. participate in an economic self-sufficiency program for eight (8) hours per month; or
c. perform eight (8) hours per month of combined activities as described in (a) and (b) of this section.

ELIGIBILITY FOR THE COMMUNITY SERVICE PROGRAM

To comply with the LMHA lease (Page 13, Section A. item 12) all non-exempt residents eighteen (18) years and older will be required to perform eight (8) hours monthly of volunteer work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded.

The public housing tenants exempt from the community service and self-sufficiency requirement are those:

- Sixty-two (62) years of age or older
- A person with a vision impairment or a person with disabilities (as defined under 216 (i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)(1); 1382c) and who is unable to comply with this section; or the primary caretakers of such individuals.
- Meeting the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C.601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program.
- Is a member of a family receiving TANF assistance, benefits, or service under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program and has been found by the State or other administering entity to be in non-compliance with such program.
- Engaged in work activities as defined under section 407 (d) of the Social Security Act (42 U.S.C. 607 (d)), specified below:
  a. unsubsidized employment;
  b. subsidized private-sector employment;

c. subsidized public-sector employment;
d. work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
e. on-the-job training
f. job-search and job-readiness assistance;
g. community service programs;
h. vocational educational training (not to exceed twelve (12) months with respect to any individual);
i. job-skills training directly related to employment;
j. educations 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;
k. satisfactory attendance at a 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
l. the provision of childcare services to an individual who is participating in a community service program.

Public Housing Agencies (PHAs) are encouraged to consider thirty (30) hours per week as the minimum number of hours for a work activity exemption as described in Section 407(d) of the Social Security Act (due to the lack of full-time jobs available within Lorain County, LMHA policy utilizes a minimum of ten (10) hours per week of gainful employment at the State of Ohio minimum wage of $7.80 per hour or the equivalent [i.e. waitress hourly rate plus tips] for exemption), and implementation regulations 45 CFR Section 261.31 (a)(1). PHAs can use reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary Assistance to Needy Families, (TANF) agency, as appropriate. (Amended Feb 2012)

Lorain Metropolitan Housing Authority has also determined to include those residents who are considered to be exempt as an adult who is:

Employed in a position which has scheduled lay off periods annually due to the nature of the employment and/or seasonal calendar (i.e. lawn care employees, construction, teacher's aide, etc.)

COMMUNITY SERVICE PROGRAM ASSIGNMENT

At the annual review each household will be reviewed. At that time an assessment will be made to establish the eligibility of the adult members for the Community Service Program. The PHA will notify the tenant(s) through U.S. Mail of their status in the Community Service Program. Each resident will be given an opportunity to provide documentation that establishes their compliance or exemption to this HUD mandated program.

If the resident is not participating in voluntary work 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, the Manager will refer the tenant to LMHA Resident Services so that they can

counsel and assist in providing community service locations so the required service can be performed and documented. Resident Services will in turn verify to the Manager that the tenant has been counseled and provided locations where they may perform their community service. The tenant will be responsible to comply with the rules and regulations set forth by that agency in order to establish and fulfill their service requirement. The Agency will verify to the PHA on a monthly basis the attendance of the participant, the number of hours completed and other pertinent data as deemed necessary by the PHA. (Amended Feb 2012)

RESULTS OF NON-COMPLIANCE TO COMMUNITY SERVICE PROGRAM

Because the Department of Housing and Urban Development has authorized the Community Service Program is mandatory, each adult member who is not exempt from the Community Service requirement, must provide verification of the compliance to this regulation. The PHA will conduct a determination no less than thirty (30) days prior to the end of the lease period to ascertain whether the tenant or family member has fully complied with the total number of hours required by the Community Service Program. If the tenant or family member has not complied, the PHA must not renew the tenant's lease unless the PHA enters into an agreement with the tenant before the expiration of the lease period. The tenant is then permitted to achieve compliance with the delinquent hours by participating in an economic self-sufficiency program or by contributing community service for the additional hours needed to comply in the aggregate over the following twelve (12) month lease term. (Amended Feb 2012)

If the tenant does not comply with this requirement, the PHA will notify the tenant of their non-compliance. The PHA will issue a notice of lease termination to the tenant stating the specific grounds for termination and advise the tenant that they may request a grievance hearing on the PHA's determination of noncompliance in accordance with Part 966, subpart B and that the tenant may exercise any available judicial remedy to seek redress from the PHA's non-renewal of the lease because of such determination. The notice shall also inform the tenant of the right to examine the PHA's documents directly relevant to the termination of lease.

The PHA will retain reasonable documentation of service requirement performance or exemption in participant files.

The PHA will comply with nondiscrimination listed in 24 CFR 5.105 (a).

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX XI

VAWA POLICY

Lorain Metropolitan Housing Authority (LMHA)
Violence Against Women Act (VAWA) Policy
(Amended 2-2011)

I. Applicability

The applicability of this paragraph addresses the protections for victims of domestic violence, dating violence, or stalking residing in public and Section 8 housing, as provided in the 1937 Act, as amended by the Violence Against Women Act (VAWA) (42 U.S.C. 1437f and 42 U.S C. 1437d).

This applies to the public housing admission and occupancy requirements under 24 CFR part 960, the Housing Choice Voucher program under 24 CFR part, 982, the project-based voucher and certificate programs under 24 CFR part 983, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, and 891.

II. This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;

C. Creating and/or maintaining collaborative arrangements between LMHA, law enforcement authorities, victim service providers and others to promote the well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by LMHA; and

D. Taking appropriate action in response to a reported incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by LMHA.

III. Definitions

Definitions used in the VAWA act include but are not limited to:

A. ***Bifurcate*** means, with respect to a public housing or a Section 8 lease, to divide a lease as a matter of law such that a certain tenant can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

B. ***Dating Violence*** means violence committed by a person:

(a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. ***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 cohabiting with or has cohabited 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.

D. ***Immediate Family Member*** – means, with respect to a person –

(1) A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(2) Any other person living in the household of that person and related to that person by blood or marriage.

E. ***Stalking*** – means

(1) (i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and

(ii) To place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(2) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly commit acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or cause substantial emotional harm to -

(i) That person;

(ii) A member of the immediate family of that person; or

(iii) The spouse or intimate partner of that person;

F. ***Perpetrator*** **-** means a person who commits an act of domestic violence, dating violence, or stalking against a victim.

G. ***VAWA*** – means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August28, 2006), as amended by the U.S. Housing Act of 1937 (r2 U.S.C. 1437d and 42 U.S. 1437f).

Notwithstanding its title, this policy is gender-neutral and its protections are available to males who are victims of domestic violence, dating violence or stalking as well as female victims of such violence.

IV. VAWA protections.

A. Notice of VAWA protections.

(1) PHAs must provide notice to public housing and Section 8 tenants of their rights under VAWA, including the right to confidentiality and the exceptions; and

(2) PHAs must provide notice to owners and management agents of assisted housing, of their rights and obligations under VAWA and;
(3) Owners and management agents of assisted housing administering an Office of Housing project-based Section 8 program must provide notice to Section 8 tenants of their rights and obligations under VAWA.
(4) The HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, or stalking.

B. Applicants. Admission to the program shall not be denied on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admission.

C. Tenants.

(1) Domestic violence, dating violence, or stalking.
An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or
assistance to the victim.

(2) Criminal activity related to domestic violence, dating violence, or stalking.
Criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

D. Limitations of VAWA protections.

(1) Nothing in this section limits the authority of the PHA, Owner, or management agent to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, or stalking, provided that the PHA, Owner, or management agent does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights;

(2) Nothing in this section may be construed to limit the authority of a PHA, Owner, or management agent to evict or terminate assistance to any tenant or lawful occupant if the PHA, Owner, or management agent can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the public housing or Section 8 assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an ''actual imminent threat'' if they meet the standards provided in paragraph (e) of this section.

(3) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section, should be utilized by a PHA, Owner, or management agent only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

Actual and imminent threat.

An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual an imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

V. Documenting the occurrence of domestic violence, dating violence, or stalking.

(1) Request for documentation.

A PHA, Owner, or management agent presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to domestic violence, dating violence, or stalking may request that the individual making the claim document the abuse. The request for documentation must be in writing. The PHA, Owner, or management agent may require submission of documentation within fourteen (14) business days after the date that the individual received the request for documentation. However, the PHA, Owner, or management agent may extend this time period at its discretion.

(2) Forms of documentation. The documentation required under this section:

(1) May consist of a HUD-approved certification form (HUD form 50066) indicating that the individual 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. Such certification must include the name of the perpetrator, and may be based solely on the personal signed attestation of the victim or;

(2) May consist of a Federal, State, tribal, territorial, or local police report or court record; or

(3) May consist of documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of

abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; and

(4) Shall be kept confidential by the PHA, Owner, or management agent. The PHA, owner, or management agent **shall not**:

(i) Enter the information contained in the documentation into any shared database;

(ii) Allow employees of the PHA, Owner, or management agent, or those within their employ (e.g., contractors) to have access to such information unless explicitly authorized by the PHA, owner, or management agent for reasons that specifically call for these employees or those within their employ to have access to this information; and

(iii) Disclose this information to any other entity or individual, except to the extent that disclosure is:

(A) Requested or consented to by the individual making the documentation, in writing;

(B) Required for use in an eviction proceeding, or

(C) Otherwise required by applicable law.

(3)Failure to provide documentation. In order to deny relief for protection under VAWA, a PHA, owner, or management agent must provide the individual with a written request for documentation of the abuse. If the individual fails to provide the documentation within fourteen (14) business days from the date of receipt of the PHAs, Owner's, or management agent's written request, or such longer time as the PHA, Owner, or management agent at their discretion may allow, VAWA protections do not limit the authority of the PHA, Owner, or management agent to evict or terminate assistance of the tenant or a family member for violations of the lease or family obligations that otherwise would constitute good cause to evict or grounds for termination. The fourteen (14)-business day window for submission of documentation does not begin until the individual receives the written request. The PHA, owner, or management agency has discretionary authority to extend the statutory fourteen (14)-day period.

(4) Discretion to provide relief.

At its discretion, a PHA, Owner, or management agent may provide benefits to an individual based solely on the individual's verbal statement or other corroborating evidence. A PHA's, Owner's, or management agent's compliance with this section, whether based solely on the individual's verbal statements or other corroborating evidence, shall not alone be sufficient to constitute evidence of an unreasonable act or omission by a PHA, PHA employee, owner, or employee or agent of the owner. Nothing in this subparagraph shall be construed to limit liability for failure to comply with these requirements.

(5) Response to conflicting certification.

In cases where the PHA, Owner, or management agent receives conflicting certification documents from two (2) or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, a PHA, Owner, or management agent may determine which is the true victim by requiring third-party documentation as described in this section and in accordance with any HUD guidance

as to how such determinations will be made. A PHA, Owner, or management agent shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

VI. Remedies available to victims of domestic violence, dating violence, or stalking in HUD-assisted housing.

A. Lease bifurcation.

Notwithstanding any Federal, State, or local law to the contrary, a PHA, Owner, or management agent may bifurcate a lease, or remove a household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or other, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be in effect in accordance with the procedures prescribed by Federal, State, or local law for termination of assistance or leases under the relevant public housing, Section 8 Housing Choice Voucher, and Section 8 project-based programs.

B. Court orders.

Nothing in this subpart may be construed to limit the authority of a PHA, Owner, or management agent, when notified, to honor court orders addressing the rights of access to or control of the property, including civil protection orders issued to protect the victim and to address the distribution of property among household members in a case where a family breaks up.

VII. Effect on other laws.

Nothing in this subpart shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

VIII. Other LMHA Policies and Procedures

This Policy shall be referenced in and attached to LMHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of LMHA's Admissions and Continued Occupancy Policy and LMHA's Section 8 Administration Plan. LMHA's annual public housing agency plan shall also contain information concerning LMHA's activities, services or programs relating to domestic violence, dating violence, and stalking, if any.

IX. Transfer to New Residence

Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence,

or stalking, LMHA may, if an approved unit size is available at a location that may reduce the risk of harm, approve a transfer by a public housing resident to a different unit in order to reduce the level of risk to the individual. The request to transfer must be accompanied by documentation/certification of the incident as set forth in this policy.

X. Move with continued tenant-based assistance

A. When the family may move.

A family may move to a new unit if:
The family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member. A PHA may not terminate assistance if the family, with or without prior notification to the PHA, already moved out of a unit in violation of the lease, if such move occurred to protect the health of safety of a family member who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the dwelling unit.

XI. Relationships with Service Providers

It is the policy of LMHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. At their discretions, if LMHA staff becomes aware that an individual assisted by LMHA is a victim of domestic violence, dating violence or stalking, LMHA may make the victim aware of such providers of shelter or services as appropriate. This policy does not create a legal obligation requiring LMHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. LMHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which LMHA has referral or other cooperative relationships and/or agreements.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX XII

APPLICANT SCREENING POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPLICANT SCREENING POLICY

Revised Feb 2012

A. NOTIFICATION TO APPLICANTS. After verification of all pertinent data required to determine eligibility, applicants shall be notified of their eligibility/ineligibility.

The basis for such ineligibility determination may include but is not limited to:

(1) Over-income. The applicant's family income exceeds the HUD published income limits for Lorain County.

(2) Misrepresentation. The applicant has committed fraud in connection with any federally assisted housing program.

(3) Financial Obligation. The applicant has failed to meet financial obligations, especially rent; and/or currently owes rent or other amounts to LMHA in connection with a previous tenancy or Section 8 participation. The applicant is unable to secure utility service (gas and/or electric). Solely at LMHA's discretion, an individual may be placed on the waiting list and lease a unit owing money to LMHA if LMHA determines the applicant merits another change in LMHA housing. An applicant owing money to LMHA must provide documentation to the Housing Authority which the PHA shall use to determine if the applicant merits housing prior to payment in full of the balance owing LMHA. The applicant shall be required to sign a repayment agreement indicating the payment schedule for the balance due LMHA. Failure to comply with the agreement shall result in removal from the waiting list or termination of the lease if the applicant has been housed.

(4) A history of disturbing neighbors.

(5) Incidents of property destruction.

(6) Living or housekeeping habits which could adversely affect the health, safety or welfare of other tenants.

(7) A history or pattern of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other tenants.

(8) Current or recent release from incarceration/parole/probation; or a community control program or any other court supervised intervention program which requires reporting to the court or agency (recent is defined as within three (3) years) Must have at a minimum, a clear three (3) year criminal history from the date of completion of sentencing requirements. (Amended Feb 2012)

(9) An eviction from federally assisted housing or termination from the Enhanced Voucher Program within three (3) years because of drug-related criminal activity.

(10) The PHA determines an applicant is illegally using a controlled substance.

(11) The PHA has reasonable cause to believe an applicant illegally uses 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 tenants.

(12) **The inability to abide by a lease,** or being unable to legally enter into a lease.
(13) **Designation/Registration as a sexual** offender and/or sexual predator.
(15) **Persons subject to a lifetime sex** offender registration under a State sex offender registration program are barred from public housing.
(14) **Persons convicted of** methamphetamine in assisted housing are permanently prohibited from public housing.

LMHA retains the right, when extenuating circumstances exist, as determined solely by LMHA, to permit the admission of a family when one of the above ineligibility exists. 2-11-03

LMHA will not deny admission to public housing to any person because that person has been a victim of domestic violence, dating violence, or stalking provided that such person is otherwise qualified for such admissions.

An applicant may be changed from "on the waiting list" to "in process when additional information is discovered or received prior to the applicant leasing the unit which may be cause to determine the applicant ineligible. Once all additional relevant information is received, the applicant will be returned to the waiting list or removed from the waiting list and inactivated due to ineligibility.
(Amended Feb 2012)

B. GRIEVANCE RIGHT. An applicant determined to be ineligible shall be notified in writing of the basis for such determination, and provided with an opportunity for an informal review should they so desire. The request for the review must be received by LMHA by the date specified in the ineligibility notification letter.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX XIII

EVICTION POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANY POLICY

EVICTION POLICY REGARDING TERMINATION OF LEASE

A. The LMHA shall not terminate or refuse to renew the Lease other than for serious or repeated violation(s) of material terms of the Lease, such as:

1. Obligations of the Tenant identified in Paragraphs 4 and 7 of the Lease.

2. Non-payment of rent or other charges due under the Lease including without limitation (utilities, maintenance, air conditioner surcharges, excessive water surcharges, late fees).

3. Repeated late payment of rent.

4. Serious or repeated interferences with the rights of other residents of the Development.

5. Serious or repeated damage to the Unit or the Development.

6. Alteration, repair, sale, destruction or other disposition of the leased unit or any part thereof.

7. Failure to report a change of income, employment, identity of Household Members, or failure to provide any other information required by this Lease.

8. Keeping an animal in or around the Unit in violation of Page 9; Paragraph N**.**

9. Refusing to move to the appropriate size unit when a change in the Tenant's household composition renders the current unit over or under-occupied.

10. a. Any criminal activity engaged in by the tenant, any household member, guest, or another person under the Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or

b. Any drug related criminal activity engaged in, on or off the premises by the tenant, any household member, or guest; or

c. Any drug-related criminal activity engaged in, on the premises by another person under the tenant's control; or

d. Any member of the household has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or

e. Any member of the household engages in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or who furnishes false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug users or alcohol abusers; except that

f. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of tenancy of the tenant if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, sexual assault, or stalking and, as a result, could not control or prevent the criminal activity relating to domestic violence, dating violence, sexual assault or stalking; and except that nothing in this clause may be construed to limit the authority of LMHA to evict individuals who engage in criminal acts of physical or sexual violence against family members or others.

11. Serious or repeated violation of any of the rules or regulations applicable to the Tenant's Unit or the Development as posted and in effect.

12. Failure to comply with the HUD mandated requirement for resident performance of eight (8) hours monthly of community service or participation in an economic self-sufficiency program (unless otherwise exempt as defined in the Community Service Policy available at LMHA Offices). (8-01-00).

13. A breach of any prior lease between Tenant and LMHA that would constitute grounds for termination provided that such breach was unknown to LMHA as of the effective date of this lease.

B. The LMHA shall give written notice of termination of this Lease:

1. For non-payment of rent, LMHA shall first issue a fourteen (14)-day Notice of Termination of Lease sent via USPS first class mail, with three (3) days added to the 14-day period to allow for mail delivery.

2. For non-payment of other charges LMHA shall first issue a thirty (30)-day Notice of Termination of Lease sent via USPS first class mail.

3. For other lease violations, LMHA will issue the notice using a reasonable time considering the seriousness of the situation (a minimum three (3) days and not to exceed thirty (30) days) and such Notice of Termination of Lease shall be sent via USPS first class mail. Issues to consider include but are not limited to:

a. If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises are threatened; or

b. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity

A 3-Day Notice to Leave the Premises, (an Eviction Notice), shall be personally delivered to the tenant by the Manager or the LMHA Police Investigator or posted at their usual place of abode. This notice is also sent via USPS first class mail. This Notice may expire concurrently with the Notice of Termination of Lease. Three (3) days are added onto the original three (3) days to allow for mail delivery.

A Notice of Termination of Lease and an Eviction notice shall expire only on a regular business day.

Upon expiration of the Eviction Notice, Management may send the appropriate documents to the LMHA attorney's office to file of an eviction hearing before the appropriate Local Municipal Court.

Prior to the actual eviction hearing before the local magistrate, LMHA at its discretion, may decide to accept payment in full (including filing and reasonable attorney fee's) to dismiss the eviction.

Once the magistrate has rendered his decision in favor of LMHA, LMHA's practice is not to reverse the decision.

C. When the LMHA is required to afford the Tenant the opportunity for hearing under the LMHA's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed. .

D. When the LMHA is not required to afford the Tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the Lease termination, and the LMHA has decided. to exclude such grievance from the grievance procedure, the notice of Lease termination shall;

1. State that the Tenant is not entitled to a grievance hearing on the termination.

2. Specify that the judicial eviction procedure to be used by the LMHA provides the Tenant with an opportunity for a hearing in court and the basic elements of due process as defined in HUD regulations.

3. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in 24 C.F.R. §§ 966.51(a)(2)(i)(A) & (B).

E. The LMHA may evict the Tenant from the Unit only by bringing a court action.

F. In deciding to evict for criminal activity, the LMHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by Household Members, and the effects that the eviction would have on the Household Members not involved in the proscribed activity. LMHA may evict a tenant by judicial action for criminal activity if it determines that a covered person has engaged in criminal activity, regardless of whether the covered person has been convicted for such activity and without satisfying the standard of proof used

for a criminal conviction. In appropriate cases, the LMHA may impose a condition that Household Members who engaged in the proscribed activity will not reside in the Unit. The LMHA may require a Household Member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the Unit.

G. Notice to Post Office: When the LMHA evicts an individual or family from a dwelling Unit for engaging in criminal activity, including a drug-related criminal activity, the LMHA shall notify the local Post Office serving that dwelling Unit that such individual or family is no longer residing in the dwelling Unit. (This action will be taken so that the Post Office will terminate delivery of mail for such persons at the Unit, and such persons will not return to the Development for pickup of the mail.)

H. The LMHA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an LMHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of LMHA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice or Lease termination shall inform the Tenant of the: Tenant's right to examine LMHA's documents, records and regulations concerning such termination of tenancy or eviction. If LMHA does not make documents available for examination upon request by the Tenant in accordance with this paragraph, LMHA may not proceed with the eviction.

13. **GRIEVANCE PROCEDURE**:

All disputes concerning the obligations of the Tenant or the LMHA under this Lease other than those involving the Tenant's creation or maintenance of a threat to the health, safety or right to peaceful enjoyment of other residents or the LMHA' s employees or any drug-related criminal activity in or near the Unit or Development shall be processed and resolved pursuant to the Grievance Procedure of the LMHA which is in effect at the time such grievance or appeal arises, and which procedure is posted in the LMHA's office and incorporated herein by reference.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX XIV

TRANSFER POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

LMHA TRANSFER POLICY

Revised Feb 2012

1. The Project Manager may approve/require a transfer to correct under/over occupancy of a PHA unit. Transfers granted to remedy over/under occupancy shall be within the same development provided the size unit needed is or will be available in the development. To minimize vacancies/transfers, new born infants [up to the age of two (2)] may share a bedroom with the parent before a transfer is required by the PHA, provided this does not create an over occupancy condition.

2. The Executive Director of LMHA may approve a transfer based on medical need or necessity, provided that the resident shall have documentation satisfactory to LMHA to evidence the medical need or necessity and to evidence the medical benefit associated with such transfer.

3. The Executive Director may require or approve a transfer, where in the opinion of the Executive Director, such transfer is reasonable or necessary to correct, remedy, or alleviate any condition or circumstance that, in opinion of the Executive Director, is adverse to the interest or purposes of LMHA and/or its operations.

4. The Executive Director may approve a transfer to accommodate the employment or educational activities of a resident provided that in the case of employment, the resident shall demonstrate that he or she has been so employed for a period of ninety (90) days prior to the request for transfer.

5. Residents must pass a house inspection prior to transferring.

6. If required to perform community service, the resident must be up to date in the required hours.

7. If applicable, residents must be up-to-date in rental payments and maintenance charges. The resident must not be under termination of lease.

8. No transfers will be granted during the first year of the lease other than "as a reasonable accommodation to comply with ADA", or to comply with VAWA regulations. In cases where LMHA determines to offer a unit to a resident due to VAWA, the LMHA shall not be obligated to offer more than one unit.

The grievance procedure is applicable to involuntary transfers.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX XV

LMHA PET POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY
PET POLICY

When an LMHA resident applies to keep a household pet, the LMHA "Pet Policy" becomes an addendum to the resident's LMHA lease. Any violation of the Pet Policy becomes a material violation of the lease and the resident may be subject to eviction proceedings. The LMHA resident will be supplied with a copy of the Pet Policy for the resident's records and the resident's signature on the LMHA Pet Application will acknowledge his/her awareness that the Pet Policy is an addendum to the lease and any material violation of the Pet Policy may result in eviction from LMHA housing.

The Department of Housing and Urban Development requires that common household pets be permitted in public housing units. The following policy sets forth reasonable procedures and requirements enabling select pets to reside in public housing units. This policy is applicable to common household "pets" and does not apply to assistance animals for disabled individuals.

STATE AND LOCAL LAWS AND ORDINANCES

Notwithstanding any provision set forth in these Rules to the contrary, the LMHA Resident shall first comply with all State Laws and Local Ordinances governing pet(s) within their respective jurisdiction.

APPLICATION FOR PET REGISTRATION

Prior to obtaining a pet, the resident must complete and submit to LMHA, the Application for Pet Registration (Attachment I).

The following documentation must accompany the Application for Pet Registration: Documentation from a Veterinarian regarding inoculation for rabies, parvo, distemper, heartworm and other inoculations as required by State Law or Local Ordinance.

The dog must be licensed by the State of Ohio annually with a copy of the current license provided to LMHA.

Two (2) pet sponsors (named on the LMHA Pet Application) must be designated by the resident. These individuals agree to remove the pet from the premises should the resident become incapable of caring for the pet.

PROHIBITED PET DEVELOPMENTS

LMHA will prohibit dogs and cats, with the exception of service animals, at the following LMHA owned properties (aquariums, birds and caged rodents are permitted):

Leavitt Homes
Westview Terrace
Wilkes Villa
Southside Gardens

A resident residing in any of the above listed Developments who is found to have an unauthorized pet(s) will be considered in violation of their LMHA lease agreement and subject to lease termination if, after notification by LMHA, the pet is not removed within forty-eight (48) hours..

DEPOSITS/FEES

A pet deposit of three hundred (**$300.00) in elderly/disabled** buildings and a pet deposit of four hundred dollars **($400.00) in family units** is required. Payment of this pet deposit may be handled in one (1) of the following options:

1. Payment in full
2. Fifty dollars ($50.00) initial amount and twenty-five dollars ($25.00) a month thereafter until payment is made in full

A default on the pet deposit shall be considered a material violation of the pet policy which is an addendum to the lease; therefore, an eviction action could result from failure to adhere to the pet deposit payment agreement.

Service animals are not subject to the required Pet Deposit or Annual Fee.

In addition to the pet deposit, an annual fee will be imposed by LMHA. The annual fee is non-refundable. The annual fee will be billed on the tenant's annual recertification month. The non-refundable annual fee will not be pro-rated in the event the tenant vacates prior to the annual recertification date.

Type of Pet	Annual Fee
Dog	$50.00

Upon move-out, the unit will be inspected for pet caused damage. The pet deposit will be returned minus any charges for damage caused by the pet. If the pet no longer resides in the unit but the resident remains in the unit, the unit will be inspected for damage and the pet deposit returned minus any charges for damage caused by the pet. If the amount of damages caused by the pet exceeds the deposit, the resident is liable for the remainder.

After initial approval of the pet, the resident must provide updated pet shot records and verify current information on the pet sponsors at Annual Review.

All pet agreements signed by residents prior to the adoption/approval of this policy are not subject to the annual fee requirements.

DEFINITIONS

For the purpose of the LMHA Pet Policy, "common household pet" is defined as a domesticated animal traditionally kept in the home for pleasure. "Pet" is limited to cats, dogs, birds (parakeets, canaries, parrots, & cockatiels), caged rodents (hamsters, gerbils, &guinea pigs), turtles and fish.

Ferrets, iguanas, snakes, komodo dragons, exotic birds, rabbits, rats, mice, farm animals, or wild animals are not permitted. **ONE** pet is permitted per household, with the exception of birds, hamsters, gerbils and guinea pigs where no more than **two** of the aforementioned pets are permitted.
Service or Assistance Animal is defined as an animal trained to provide services to an individual with a disability.

PROHIBITED BREEDS

LMHA will prohibit the following breeds of dogs from residing on LMHA property: Pit-bull, Rottweiler, German Shepherd, Chow, Doberman Pinscher, and any mix of these breeds or other breeds determined to pose a threat to the health and safety of LMHA residents.

PET RULES

A. Pet Size Limitation

An adult dog at maturity may weigh no more than twenty (20) pounds and the height at the shoulder shall be no more than fifteen (15) inches. An adult cat may weigh no more than fifteen (15) pounds and must have their front paws de-clawed by the age of six (6) months. Verifications of de-clawing must be provided to LMHA. A trained "service animal" is not subject to the weight and height limitation.

Aquariums shall not exceed a twenty (20) gallon capacity.

B. Sanitation

Dogs are required to be "house-broken".

Cats must be litter-box trained. Litter boxes must be maintained to the extent that odors are not emitting from the unit. Cardboard boxes are not permitted to be used as litter boxes. Kitty litter shall be bagged, secured properly, and disposed of into trash receptacles. The resident shall not permit refuse from litter boxes to accumulate, become odorous, unsightly, or unsanitary.

Dogs must be able to relieve themselves outside the leased unit. Management may designate a space or spaces to be used exclusively for the purpose of exercising pets. Pet owners shall be responsible for the immediate clean up of pet feces (dog or cat) after the exercise of their pet. Failure to clean up pet feces is determined to be a material violation of the pet policy, which is an addendum to the lease; therefore an eviction action may be initiated against a pet owner failing to clean up after their pet. Pet owners are responsible to ensure the unit is flea free. If LMHA determines fleas are present as a result of their pet, the resident shall bear the expense to have the unit sprayed for fleas by an accredited exterminator.

C. Noise

Disruptive animal noises shall not be tolerated. A pet shall not be permitted to make noise which disrupts the peaceful enjoyment of other residents. . Management will encourage any resident being disturbed by pets that are barking or engaging in other noise making (whining, howling, caterwauling) to contact the local police department to file a complaint in addition to submitting a written complaint to LMHA Management. Should the noise complaints continue, Management will request the pet be removed from the leased unit. Failure to remove the pet within 48 hours of LMHA notification, may result in a termination of lease for failure to adhere to the LMHA Pet Policy.

D. Unattended Pets

A pet may not be left unattended for more than twelve (12) consecutive hours. If it is reported to LMHA staff that a pet has been left unattended for more than a twelve (12) hour period, LMHA may request the proper Authorities remove the animal. Any expense incurred for removal of the pet shall be the responsibility of the resident.

E. Use of Pets

Pets are for companionship. The breeding of pets is prohibited. Pets may not be trained as fighting animals. As soon as age permits, pets must be spayed or neutered. Documentation must be provided to LMHA indicating the procedure has taken place.

F. Identification

All dogs must wear collars with identifying tags (license & rabies). All pets will be photographed with the photo being placed in the resident's folder.

G. Pets in LMHA Common Areas

Common areas are areas outside of the resident's individual leased premises. Pets in high rise buildings must be transported in pet carriers or muzzled while in common areas, i.e. elevators, hallways, etc. Dogs in family units (other than scattered site units with fenced in yards) must be leashed and muzzled at all times while outside the leased unit. Pets are not permitted to loiter in common areas. Pets may not be tied outdoors. Outdoor dog houses are prohibited. Pets must be on a leash, muzzled and accompanied by a resident at all times. Children ten (10) years of age or older may exercise the pet.

H. Pet Removal

Management reserves the right to require immediate removal of an animal deemed by the Authorities to be a vicious and/or a nuisance animal. Management will also contact the necessary Authorities and request removal of a pet when it is observed the pet is not receiving proper care and/or feeding. Additionally, LMHA will request the removal of a pet when it is determined the pet is causing damage to the leased unit.

I. Pet Disposal

In the event of the death of the pet, the resident shall properly dispose of the pet. Under no circumstances, shall a pet be buried on LMHA property or disposed of on the premises or in trash containers or dumpsters.

J. Visiting Animals

The pet policy pertains to LMHA resident's pets. Visiting animals are not permitted. "Pet Sitting" on LMHA property is prohibited.

K. Stray Animals

LMHA discourages the feeding and watering of stray/wild animals.

LIABILITY

Residents owning pets shall be liable for the entire amount of all damages caused by their pet which shall include but shall not be limited to, necessary repairs, cleaning, defleaing and deodorizing as a result of their pet ownership. Pet owners may also be liable for injuries occurring to another individual or pet as a result of their pet's aggressive behavior.

ENTRY OF UNIT LMHA PERSONNEL

LMHA Personnel will not enter a unit inhabited by a pet without a member of the household being present to restrain the pet. If a repair is required and the resident is unable to be home, the pet must be restrained in a cage in order for LMHA personnel to perform the necessary work. Each LMHA leased unit housing a pet, will be issued a sticker which must be placed on the door or window of the unit, indicating a pet is present in the unit.

Attachment I

LMHA PET APPLICATION

Resident Name: _____

Resident Address: _____

Resident's Phone Number: _____

Type of Pet: _____ Age of Pet: _____

Name of Pet: _____ Weight of Pet: _____

Has your pet been spayed or neutered? _____Yes _____No If no, please explain

_____

_____

Please list two (2) pet sponsors who will immediately take responsibility for your pet in case of emergency:

(1) Name: _____

Daytime phone: _____ Evening phone: _____

(2) Name: _____

Daytime phone: _____ Evening phone: _____

Name of your veterinarian: _____

Veterinarian telephone number: _____

My signature below serves as certification that all information I have provided to LMHA is correct to the best of my knowledge. I have read the LMHA Pet Policy; I hereby agree to abide by the Pet Policy; and I agree to accept full responsibility for the entire amount of damage or injury to persons which may occur as a result of my pet. I further understand the LMHA Pet Policy becomes an addendum to my current lease with LMHA and any material violation of the Pet Policy can result in LMHA initiating an eviction action against my household.

_____ _____

Resident Signature **Date**

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX XVI

GRIEVANCE PROCEDURE

LORAIN METROPOLITAN HOUSING AUTHORITY

GRIEVANCE PROCEDURE

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for Tenants to seek the just, effective settlement of' grievances against the Lorain Metropolitan Housing Authority (LMHA).

II. GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d(k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50 - 966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all grievances (as defined in Section IV below) between Tenant and LMHA with the following two exceptions:

A. This grievance procedure is not applicable to disputes between Tenants not involving LMHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and LMHA's Board of Commissioners.

B. HUD has issued a due process determination that the law of the State of Ohio requires that Tenants be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a Unit. LMHA has determined that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

(1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of LMHA, or

(2) Any violent or drug-related criminal activity on or off the premises; or

(3) Any criminal activity that results in the felony conviction of a household member.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

A. **Grievance**: Any dispute which a Tenant may have with respect to an action or a failure to act by LMHA in accordance with the individual Tenant's Lease or LMHA regulations, which adversely affects the individual Tenant's rights, duties, welfare or status. .

B. **CFR**: The code of federal regulations, which contains the federal regulations governing this grievance procedure.

C. **Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the central office of LMHA or to the Development office, in accordance with the requirements set forth in this procedure.

A. **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 as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.

E. **LMHA or Authority**: The LMHA, a political subdivision organized and existing under the laws of the State of Ohio.

A. **Elements of due process**: The following procedural safeguards which are required to be followed in an eviction action or a termination of tenancy in a state or local court:

(1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the Tenant to be represented by counsel;

(3) Opportunity for the Tenant. to refute the evidence presented by LMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and

(4) A decision on the merits.

B. **Hearing Officer**: An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

H. **HUD**: The United States Department of Housing and Urban Development.

I. **Notice**: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.

A. **The Regulations -** The HUD regulations contained in subpart B of 24 CFR part 966.

B. **Resident organization**: An organization of residents, which includes any resident management corporation.

C. **Tenant**: The adult person (or persons) other than a live-in aide:

(1) Who resides in the Unit and who executed the Lease with LMHA as lessee of the Unit, or, if no such persons resides in the Unit,

(2) The person who resides in the Unit, and who is the remaining head of the household of the Tenant family residing in the Unit.

D. **Business Days**: Monday through Friday of each week, except for legal holidays recognized by the federal government.

V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all Leases between Tenants and LMHA.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

A. **Initial Presentation**. Any grievance must be personally presented, either orally or in writing, to LMHA's main office, or to the Development's management office within ten (10) business days after the occurrence of the event giving rise to the grievance.

B. **Informal Settlement Conference**. If the grievance is not determined by LMHA to fall within one of the three exclusions mentioned in section III B (1) and III B (2) above, then the LMHA Manager will, within ten (10) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be notified in writing of the time and place for the informal settlement conference.

C. **Written Summary**. Within ten (10) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by LMHA and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. Written summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in Complainant's Tenant file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

A. **Request for hearing**: If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to LMHA's main office or the Development's management office no later than ten (10) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. In order for a formal hearing to be requested under this section, the Complainant must have complied with the provisions set forth in Section VI above, unless the Complainant shows good cause why he/she failed to comply with Section VI to the hearing officer.

Complainant's written request for a formal hearing must specify:

(1) The reasons for the grievance; and

(2) The action or relief sought by the Complainant.

B. **Failure to Request Hearing**. If the Complainant fails to request a hearing within ten (10) business days after receiving the written summary of the informal settlement conference, LMHA's decision rendered at the informal hearing becomes final. The Complainant's failure to request a hearing does not constitute a waiver by the Complainant to contest LMHA's action judicially.(Corrected Feb 2012)

VIII. SELECTION OF HEARING OFFICER

All grievance hearings shall be conducted by an impartial person appointed by LMHA after consultation with resident organizations, in the manner described below:

A. The permanent appointments of persons who shall serve as hearing officers shall be governed by the following procedure:

The LMHA shall consult the resident organizations before LMHA appointment of each hearing officer or panel member. Any comments or recommendations submitted by the tenant organizations shall be considered by the LMHA before the appointment. The tenant organization has approved the recommendation of LMHA to use the Resident Initiatives Coordinator as the hearing officer.

IX. SCHEDULING OF HEARINGS

A. **Hearing prerequisites**: A Complainant does not have a right to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

(1) The Complainant has requested a hearing in writing.

(2) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.

(3) If the matter involves the amount of rent which LMHA claims is due under the Complainant's Lease, the Complainant shall have paid to LMHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. Unless waived by LMHA in writing, no waiver of the hearing prerequisites will be given by LMHA except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of LMHA. Failure to comply with this provision will result in the termination of the grievance procedure. Such failure does not waive the Complainant's right to contest LMHA's disposition of the grievance judicially.

B. **Time, Place, Notice**.

(1) Upon Complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to both the Complainant and LMHA, not later than the tenth (10th) business day after Complainant has completed such compliance.

(2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate LMHA official, who, unless otherwise designated, shall be the Executive Director.

X. PROCEDURES GOVERNING HEARINGS

A. Fair Hearings.

The hearings shall be held before a hearing officer as described above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

(1) The opportunity to examine before the hearing any LMHA documents, including records and regulations that are directly relevant to the hearing.

The Complainant will be allowed to copy any such document at the Complainant's expense. If LMHA does not make the document available for examination upon request by the Complainant, LMHA may not rely on such document at the grievance hearing.

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

(3) The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by LMHA and to confront and cross examine all witnesses upon whose testimony or information the LMHA or its management relies; and

(4) A decision solely and exclusively upon the facts presented at the hearing.

B. **Prior Decision in Same Matter**.

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

C. **Failure to Appear**.

If the Complainant or LMHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed ten (10) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and LMHA of the determination.

D. **Required Showing of Entitlement to Relief**.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter LMHA must sustain the burden of justifying LMHA's action or failure to act with respect to the matter against which the complaint is directed.

E. **Informality of Hearing**.

The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised, by the complaint may be received without regard to the admissibility under the rules of evidence applicable to judicial proceeding.

F. **Orderly Conduct Required**.

The hearing officer shall require LMHA, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. Transcript of Hearing.

The Complainant or the LMHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

C. Accommodation to Handicapped Persons.

LMHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision.

The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

(1) A copy of the decision shall be sent to the Complainant and LMHA. LMHA shall retain a copy of the decision in the Complainant's Tenant folder.

(2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by LMHA and made available for inspection by any prospective Complainant, his representative, or hearing officer.

B. Binding Effect.

The written decision of the hearing officer shall be binding upon LMHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless LMHA's Board of Commissioners determines, within ten (10) business days, and properly notifies the Complainant of its determination, that:

(1) the grievance does not concern LMHA, action or failure to act in accordance with or involving the Complainant's Lease, or LMHA's regulations, which adversely affect the Complainant's rights, rules, duties, welfare or status, or

(2) the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the LMHA.

C. Continuing Right of Complainant to Judicial Proceedings.

A decision by the hearing officer or Board of Commissioners in favor of LMHA

or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the Complainant or an adult member of the Complainant's household, (2) upon the date receipted for or refused by the addressee, in the case certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of LMHA present at a regular meeting or a special meeting called for such purpose. Further, in addition to the foregoing, any change proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by LMHA before final adoption of any amendments hereto.

XIV. MISCELLANEOUS

A. **Captions**: Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. **Concurrent Notice:** If a Tenant has filed a request for grievance hearing hereunder in a case involving LMHA's notice of termination of tenancy, the Complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds LMHA’s action to terminate the tenancy, LMHA may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and the vacating of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the hearing officer to Complainant, whichever is sooner.

C. This grievance procedure has been adopted in accordance with Section 966.52(C) of CFR part 966.

D. A copy of this grievance procedure has been furnished to each Tenant and to resident organizations.

EXHIBIT 1

HEARING OFFICER

1. LMHA Hearing Officer (Corrected Feb 2012)

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMINISTRATIVE PLAN

HOUSING CHOICE VOUCHER PROGRAM

FY 2013

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program **(herein after referred to as the Housing Choice Voucher Program or HCV Program)** was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, are described in and implemented through this Administrative Plan. The Section 8 rental assistance program is federally funded and administered for Lorain County by the Lorain Metropolitan Housing Authority.

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

Jurisdiction

Lorain Metropolitan Housing Authority's jurisdiction is the County of Lorain in the state of Ohio. **HUD may approve vouchers for us to operate in other jurisdictions due to opt-outs.**

Our mission is to serve our community's housing needs using available resources.

A. LOCAL OBJECTIVES

The HCV Program is designed to achieve three major objectives:

1. To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.

2. To promote freedom of housing choice and spatial deconcentration of very low income families of all races and ethnic backgrounds.

3. To provide an incentive to private property owners to rent to very low income families by offering timely assistance payments.

In addition, the PHA has the following goals for the program:

1. To assist the local economy by increasing the occupancy rate and the amount of money flowing to the community.

2. To encourage self sufficiency of participant families.

B. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented as of 10/1/99.

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

C. FAIR HOUSING POLICY

It is the policy of the PHA to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The PHA will not deny any family or individual the opportunity for assistance under the HCV Program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to them. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request.

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

Lorain Metropolitan Housing Authority, 1600 Kansas Avenue, Lorain, Ohio, is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDY telephone service provider.

Please see the Fair Housing Addendum for the FSS in Addendum 2.

D. REASONABLE ACCOMMODATIONS POLICY

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

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the PHA will treat a person differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be provided reasonable accommodation, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known to applicants and participants.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

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

> **A physical, mental or emotional impairment that substantially limits one or more of the major life activities of an individual;**
>
> **A record of such impairment; or**
> **Being regarded as having such an impairment**

Major life activities include, but are not limited to:

Caring for oneself	**Hearing**	**Breathing**
Performing tasks	**Learning**	**Working**
Walking	**Seeing**	

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

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

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

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the PHA.

The PHA will provide a written decision to the person requesting the accommodation within 10 - 20 working days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

Verification of a Request for Accommodation

All requests for accommodation or modification will be verified with a reliable knowledgeable, professional. The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act. The Housing Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

E. TRANSLATIONS OF DOCUMENTS

The Housing Authority has bilingual staff to assist Spanish-speaking families and has some documents available that are translated into Spanish.

In determining whether it is feasible to translate documents into other languages, the PHA will consider the following factors:

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

Cost of translation into the other language per client who speaks the language.

Evaluation of the need for translation by the bilingual staff and by agencies that work with the non-English speaking clients.

The availability of organizations to translate documents, letters and forms for non English speaking families.

Availability of bilingual staff to explain untranslated documents to clients.

F. FAMILY OUTREACH

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

The PHA will also utilize public service announcements.

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

G. OWNER OUTREACH

The PHA encourages owners of decent, safe and sanitary housing units to lease to Housing Choice Voucher families. The PHA maintains a list of units available, compiled by bedroom size**,** for the program and updates this list about every two weeks.

The Housing Authority employs various methods to aid in the recruit of suburban property owners. Some of those methods are as follows:

The staff of the PHA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings, and speaking at local organization meetings.

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

The PHA has active participation with community based organizations, some comprised of private property and apartment owners and managers.

The PHA periodically evaluates the distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted.

The PHA conducts informal meetings with participating owners to improve owner relations and to recruit new owners.

H. PRIVACY RIGHTS

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

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

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the landlord at the family's current and prior address.

The PHA will furnish prospective owners with information about the family's rental history (i.e., inspection records, evictions, etc.), or any history of drug trafficking.

A statement of the PHA's policy on release of information to prospective landlords will be

included in the briefing packet which is provided to the family.

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

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

I. EQUAL EMPLOYMENT OPPORTUNITY

The PHA practices affirmative action in hiring, promotion and conditions of employment. Position vacancies are advertised in the **Journal, Chronicle and Plain Dealer.** The PHA's recruitment practices will apply aggressive outreach to community-based racial and ethnic groups so that the composition and culture of the staff reflect the composition and culture of the community, to the extent possible. All PHA job postings will display the affirmative action/equal employment opportunity logo and slogan prominently.

J. RULES AND REGULATIONS

This Administrative Plan is set forth to define the PHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to HCV not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

K. MANAGEMENT ASSESSMENT OBJECTIVES

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

Selection from the Waiting List
Reasonable Rent
Determination of Adjusted Income
Utility Allowance Schedule
HQS Inspections and Enforcement
Expanding Housing Opportunities
FMR/exception rent & Payment Standards
Annual Reexaminations
Correct Tenant Rent Calculations
Pre-Contract HQS Inspections
Annual HQS Inspections
Lease-up
Family Self-Sufficiency Enrollment and Escrow Account Balances
Bonus Indicator Deconcentration

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

Selection from the waiting list
Rent Reasonableness
Determination of adjusted income
HQS Enforcement
HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor.

Records for monitoring PHA performance:

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

L. TERMINOLOGY

Lorain Metropolitan Housing Authority is referred to as “PHA” or “Housing Authority” throughout this document.

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

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

“Landlord” and “owner” are used interchangeably.

“Disability” is used where “handicap” was formerly used.

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

The “Section 8 program” is also known as the “Housing Choice Voucher Program” established by the October 1, 1999, effective date of the merging of the Section 8 certificate and voucher programs.

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

“Failure to Provide” refers to all requirements in the first Family Obligation.

“Merger date” refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher program into the Housing Choice Voucher Program.

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The PHA staff will review all information provided by the family carefully. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation for the basis of any decision made by the PHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

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

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

The HUD eligibility criteria are:

An applicant must be a "family"

An applicant must be within the appropriate Income Limits

An applicant must furnish Social Security Numbers if one has been assigned or a certification indicating a SSN has not been assigned

An applicant must furnish declaration of Citizenship/Eligible Immigrant Status and verification where required

At least one member of the applicant family must be either a US Citizen or have eligible immigration status before the PHA may provide any financial assistance.

No assistance shall be provided under Section 8 of the 1937 Act to an individual who:

Is under 24 years of age;
Is not a veteran of the United States military;
Is unmarried;
Does not have a dependent child, AND
Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act. (FED REG 4/10/06)

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

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Eligibility factors will be verified before the family is placed on the waiting list.

B. FAMILY COMPOSITION

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

A "family" includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The PHA determines if any other group of persons qualifies as a "family."

A family also includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
Two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who have a history as a family unit or show evidence of a stable family relationship.

A single person family may be:

- An elderly person
- A displaced person
- A person with a disability
  - Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.
- Any other single person

Treatment of Single Applicants
Applicants who are elderly, disabled, veterans or displaced families of no more than two person families will be given a priority over all "Other Single" applicants regardless of preference status. "Other Singles" denotes a one-person household in which the individual member is not elderly, disabled, veterans or displaced by government action.

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

Head of Household

The head of household is the **adult** member of the household, who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated 17 year old minors who qualify under State law will be recognized as head of household.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

Spouse of Head

Spouse means the husband or wife of the head.

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

Co-Head

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

Live-In Attendants

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

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

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

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

A live-in aide is treated differently than family members:

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

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

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

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

Family members of a live-in attendant may also reside in the unit providing doing so does not

increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.

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

Verification must include the hours the care will be provided.
At any time, the PHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

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

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

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

Split Households Prior to Voucher Issuance

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

Which family member applied as head of household.
Which family member retains the children or any disabled or elderly members.
Restrictions that were in place at the time the family applied.
Role of domestic violence in the split.
Recommendations of social service agencies or qualified professionals such as children's protective services.

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

Multiple Families in the Same Household

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

Joint Custody of Children

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

Legal court documentation, school records, or other third-party verification will be requested to prove custody.

When both parents are on the Waiting List and both are trying to claim the child, the parents will be required to provide legal documentation, school records, or other 3rd party verification of custody.

C. INCOME LIMITATIONS

To be eligible for assistance, an applicant must:

Have an Annual Income at the time of admission that does not exceed the very low income limits for occupancy established by HUD.

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

To be income eligible the family may be under the low-income limit in any of the following categories:

A very low income family.

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within [**30**] days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

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

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

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

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

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

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

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

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

D. MANDATORY SOCIAL SECURITY NUMBERS

The PHA requires all family members to supply social security numbers, regardless of age. Time is given for Social Security Application and the issuance of a number. Persons who have a Social Security number, but cannot locate verification, will be given time to obtain verification from the Social Security Office.

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

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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

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

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

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

Non-citizen students defined by HUD in the non-citizen regulations are not eligible for assistance.

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

Verification of Status Before Admission

The PHA will provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

F. OTHER CRITERIA FOR ADMISSION

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

The family must not have violated any family obligations during a previous participation in the HCV program or while on the waiting list for 3 years prior to final eligibility determination.

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

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

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

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

The family must be cleared of all charges or sentences relating to violent criminal activity or drug related criminal activity for 3 years prior to final eligibility determination.

The family will be required to show completion of a drug rehabilitation program for prior substance abuse circumstances.

The family committed fraud or was evicted from a HUD subsidized property.

The PHA will check criminal history for all adult applicants when cause is indicated and for addition of all adult members to the existing household.

G. TENANT SCREENING

The PHA will take into consideration any of the criteria for admission described in the “Denial or Termination of Assistance” chapter.

The PHA may screen family behavior or suitability for tenancy. The PHA will not be liable or responsible to the owner or other persons for the family’s behavior or the family’s conduct in tenancy. The PHA will check against the County Sheriff’s list of sexual offenders. The PHA will check all disclosed criminal records.

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

The owner is responsible for screening families based on their tenancy histories, including such factors as:

Payment of rent and utility bills
Caring for a unit and premises
Respecting rights of other residents to the peaceful enjoyment of their housing
Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
Compliance with other essential conditions of tenancy.

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

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

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

I. INELIGIBLE FAMILIES

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

J. PROHIBITED ADMISSIONS CRITERIA

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

Admission to the program may not be based on:

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

Discrimination because a family includes children.

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

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

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

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

A. OVERVIEW OF APPLICATION TAKING PROCESS

The purpose of application taking is to permit the PHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information. Families who wish to apply for the PHA's Voucher program must complete a written application form when application-taking is open**.** Applications will be made available in an accessible format upon request from a person with a disability. This may include an on-line application.

When the waiting list is open, any family asking to be placed on the HCV waiting list will be given the opportunity to complete an application.

The PHA may limit application taking to an established number of preferences.

Determination of eligibility to be placed on the waiting list occurs when an application form is completed, an interview is conducted, and the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility and placement on the waiting list.

The final determination of eligibility occurs when the PHA conducts the orientation and final interview prior to voucher issuance to ensure verification of all HUD/PHA eligibility factors.

B. OPENING/CLOSING OF APPLICATION TAKING

The PHA, at its discretion, may restrict application intake, suspend application intake and close waiting lists in whole or in part. The PHA may open or close the list by local preference category.

The decision to close the waiting list will be based on the number of applicants who qualify for a local preference, and the ability of the PHA to house applicants within a reasonable period of time.

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

> Chronicle Telegram, Lorain Journal, Plain Dealer (Lorain County Edition), local radio, community service spots
>
> Service organizations including, but not limited to, Utility Companies, Lorain County Human Services, Urban League, El Centro, City Halls throughout Lorain County

The notice will contain:

> Dates, times and the locations where families may apply.
> Program(s) for which applications will be taken.
> A brief description of the program.
> Limitations, if any, on who may apply.

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

If the waiting list is open, the PHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for grounds stated in the “Denial or Termination of Assistance” chapter of this Plan.

Closing the Waiting List

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, the PHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 24 months. The PHA will give at least 15-day notice prior to closing the waiting list. The PHA will announce the closing of the waiting list by public notice. When the period for accepting applications is over, the PHA will add the new applicants to the list by:

Local preference priority, and/or date and time of application receipt.

The PHA may stop taking applications if there are enough Local Preference applicants to fill anticipated openings for the next **12 to 24** months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Any time that there are not enough applicants who claim a **Local Preference**, the PHA may reopen the list only to applicants who claim a **Local Preference.**

Closing the waiting list is announced in the same way as opening the waiting list.

The open period will be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next **12 to 24** months. The PHA will give at least **5 days** notice prior to closing the list.

The PHA is not required to advertise when there is a change in the qualifying preferences for applicant but may do so at their discretion.

Limits on Who May Apply

When the waiting list is open:

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

Depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, at times the PHA may only accept applications from:

Any family claiming a set number of Local Preferences

If there are sufficient applications from elderly families, disabled families, and displaced singles, applications may not be accepted from Other Singles.

When the application is submitted to the PHA:

It establishes the family's current **number of local preferences** and the date and time of application for placement order on the waiting list.

C. APPLICATION PROCEDURES

The PHA will utilize an application form to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be mailed to the applicant, if requested. The purpose of the application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The application will contain questions designed to obtain the following information:

Names and birth dates of all family members
Sex and relationship of all members
Street Address of current residence and phone numbers
Mailing Address (If PO Box or other permanent address)
Amount(s) and source(s) of income received by household members
Information regarding Disabilities relating to program requirements (i.e., deductions)
Information related to qualification for preferences
Social Security Numbers
Race/ethnicity
Citizenship/eligible immigration status
Arrests and/or Convictions for Drug Related or Violent Criminal Activity
Request for Specific Accommodation needed to fully utilize the program and services
Program integrity questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted**.** Ineligible families **will not** be placed on the waiting list.

Applications **will** require an interview. *The information on the application **will** be verified. The applicant is then placed on the waiting list.* Final eligibility will be determined when the full application process is completed and all information is verified.

Failure to provide information or to respond to mailings will result in the applicant being denied placement on the waiting list. See “Denial and Terminations” Chapter.

D. APPLICANT STATUS WHILE ON WAITING LIST

Applicants are required to inform the PHA **in writing within 14 business days** of changes in family composition, income, and address, as well as any changes in their Local Preference status to have their position on the waiting list changed. The PHA will affect changes in a person’s file only after the PHA has been notified and verification has been received. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

If the family is determined to be ineligible based on the information provided in the application, the PHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

E. TIME OF SELECTION

When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the PHA will not admit any other applicant until funding is available for the first applicant.

Based on the PHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence/completion of verification.

F. INFORMATION REQUIRED FOR ADMISSION

Requirement to Attend Interview

The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs which may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

The head of household is required to attend the interview. If the head of household cannot attend the interview, the PHA may make an accommodation.

If an applicant fails to appear for a prescheduled appointment, the PHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied, unless there is documentation of an emergency that prevented their attendance.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

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

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

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given a reasonable amount of time to supply the information. If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. See "Complaints and Appeals" chapter.

G. VERIFICATION

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

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA and the current eligibility criteria in effect.

If the family is determined to be eligible, the PHA will mail a notification of eligibility (in an accessible format upon request, as a reasonable accommodation). A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

If the family is determined ineligible based on the information provided in the application, the PHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing.

The basis for ineligibility may include but is not limited to:

- Over Income – The applicant's total family income is in excess of the admissions limits
- Age – The applicant family's head of household is not at least 18 years of age
- False Information – The applicant family gave false or misleading information on the application for housing
- Other – The applicant does not meet other State or Federal Regulation or future LMHA policy set forth at the time of application
- Screening – The applicant or family member did not meet the screening criteria

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

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

This chapter explains the local preferences that the PHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains the PHA's system of applying them.

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

A. WAITING LIST

The PHA uses a single waiting list for admission to its HCV tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the PHA waiting list in accordance with policies and preferences defined in the Administrative Plan.

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

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

An applicant name
Family unit size (# of bedrooms family qualifies for under subsidy standards)
Family type (Family, disabled, elderly, single)
Date and time of application
Qualification for any local preference
Racial or ethnic designation of the head of household
Singles preference status

B. SPECIAL ADMISSIONS

If HUD awards a PHA program funding that is targeted for specifically named families, the PHA will admit these families under a Special Admission procedure. Special admission's families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The PHA maintains separate records of these admissions.

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

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

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

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

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

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

Applicants admitted under targeted funding, who are not identified as a Special Admission, are identified by codes in the automated system.

C. WAITING LIST PREFERENCES

The PHA will apply a system of local preferences.

Applications will be ordered by Local preferences and date and time of application.

If an applicant makes a false statement in order to qualify for a preference, the PHA will deny the Local Preference and may choose to deny admission to the program for the family depending on the deliberate action to commit fraud.

D. LOCAL PREFERENCES

The PHA must inform all applicants about available preferences and must give applicants an opportunity to show that they qualify for available preferences. Preferences apply to head, spouse or co-head. **The PHA uses the following Local Preference system:**

- **Veteran Preference**
  - **Families where the Head, Spouse or Co-Head is a veteran who served in the active military or naval service of the United States, including families of deceased veterans or deceased persons who were so serving at the time of death.**
  - **As used in this section:**
    - **"Veteran" has the same meaning as assigned by the Ohio Revised Code 5901.01, which means either of the following:**
      - **A former member of the armed forces of the United States who served on active military duty and received an honorable discharge or honorable separation, a member of the armed forces of the United States who died on active military duty, or a member of the armed forces of the United States missing in action more than ninety days; or**
      - **A member of the United States merchant marine to whom either of the following applies:**
        - **The member has an honorable report of separation from the active duty military service, form DD214 or DD215.**
        - **The member served in the United States merchant marine between December 7, 1941 and December 31, 1946 and died on active duty while serving in a war zone during that period of service.**
    - **"United States Merchant Marine" includes the United States Army transport service and the United States naval transport service.**

- **Residency Preference**
  - **Families where the Head, Spouse or Co-Head lives or works in Lorain County and can provide proof of address.**
    - **Proof of address is defined as picture identification, pay stub, mail with current address.**

- **Working Preference**
  - **Families where the Head, Spouse or Co-Head have been steadily employed for the past 90 days or more.**
    - **Employment is defined as working a minimum of 10 hours per week at an established business source.**

- **Families where the Head, Spouse or Co-Head is receiving Social Security and/or Supplemental Security Income or 62 years of age or older receive this preference.**

- **<u>Homeless or Rent Burden Preference</u>**
  - **Families where the Head, Spouse or Co-Head is currently paying more than 50% of their gross monthly income towards rent and utilities for the last 90 days.**
    - **Mortgages and homes in foreclosure are not included.**
    - **Must provide a lease in their name, 3 months of rent receipts and 12 month utility print-out.**
  - **Families that are homeless and can submit verification from a shelter or a qualifying agency.**

- **<u>Displaced by Government Action or Victim of Natural Disaster</u>**
  - **Families where the Head, Spouse or Co-Head has been involuntarily displaced by a Government action.**
    - **Families must provide documentation directly from the Government Agency.**
  - **Families who were a victim of a natural disaster.**
    - **Families must provide documentation directly from the Source.**

E. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the PHA will reserve a minimum of 75 percent of its HCV new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as "extremely low-income families." The PHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement regardless of preference.

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

The PHA is also exempted from this requirement where the PHA is providing assistance to low income or moderate income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

F. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis:

The PHA will verify all preference claims at the time of initial application, selection from the waiting list, and when changes are reported by the applicant.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the Local Preference and given an opportunity for a meeting.

If, at the time the family applied, the preference claimed was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

G. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on a waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria. Applicants, admitted under targeted funding, who are not identified as a Special Admissions are identified by codes in the automated system.

The PHA has the following "Targeted" Programs:

Mainstream for persons with disabilities
Shelter Plus Care
Veterans Affairs Supportive Housing
Non-Elderly Disabled applicants

H. PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Circumstances

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

When an applicant claims an additional preference, the family will be placed on the waiting list in the appropriate order determined by the verification of the newly-claimed preference.

The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

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

Other Housing Assistance

Other housing assistance means a federal, state, or local housing subsidy as determined by HUD, including public housing. The PHA may not take any of the following actions because an applicant has applied for, received, or refused other housing:

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

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

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

Remove the applicant from the waiting list.

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

Cross-Listing of Public Housing and HCV

The PHA will not merge the waiting lists for public housing and HCV. However, if the HCV Program waiting list is open when the applicant is placed on the public housing list, the PHA must offer to place the family on both lists.

I. ORDER OF SELECTION

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

Local Preferences

Local preferences will be used to select families from the waiting list. The PHA has selected the following system to apply local preferences:

Local preferences will be aggregated using the following system:

Each preference will receive an allocation of points. The more preference points an applicant has, the higher the applicant's place on the waiting list.

Among Applicants with Equal Preference Status

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

J. FINAL VERIFICATION OF PREFERENCE

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

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

K. PREFERENCE DENIAL

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

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be denied that preference and the PHA may choose to remove them from the Waiting List based on the act of fraud.

L. REMOVAL FROM WAITING LIST AND PURGING

The waiting list may be purged no more than annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond to a mailing from the PHA, the applicant will be sent a second written notification and given 14 business days to contact the PHA. If they still fail to respond, they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability.

Any second/final mailings to the applicant which require a response will state that failure to respond within a specified time frame will result in the applicant's name being dropped from the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless they can provide documentation proving circumstances were beyond the person's control (i.e., a medical emergency).

M. LMHA VIOLENCE AGAINST WOMEN ACT POLICY

Recipients of HCV benefits have certain rights under the Violence Against Women Act (VAWA), 42 U.S.C. 1437 *et seq.*

Being a victim of VAWA would not keep the applicant from receiving assistance if they are other wise eligible. The victim does have to comply with submission of required documents and forms.

See full Lorain Metropolitan Housing Authority Policy in the Appendix Section of this Administration Plan.

Chapter 5

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that PHAs establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards.

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE

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

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

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

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

Generally, the PHA assigns one bedroom to two people with the following exceptions and guidelines:

Persons of different generations will be given separate bedrooms.
Generation is defined as children of the same sex where there is a difference in age by 10 years.
Persons of the opposite sex (other than adults who have a spousal relationship, and children under the age of 5).

Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.

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

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

during school recesses.

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

Single person families will be allocated a one bedroom.

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household (Minimum #)
0 Bedroom	1
1 Bedroom	1
2 Bedrooms	1
3 Bedrooms	3
4 Bedrooms	5
5 Bedrooms	7
6 Bedrooms	9

B. EXCEPTIONS TO SUBSIDY STANDARDS

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

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

Verified medical or health reason; or

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

Request for Exception to Subsidy Standards

The family may request a larger sized voucher than indicated by the PHA's subsidy standards. Such request must be made in writing within 14 business days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size. Documentation verifying the need or justification will be required as appropriate.

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

Requests based on health related reasons must be verified by a doctor, medical professional, or social service professional.

PHA Error

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

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the PHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the PHA subsidy standards, the above referenced guidelines will apply. It is the discretion of the PHA to approve or deny revision of the voucher size if adding additional household members.

Changes for Participants

The members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within 14 business days.

Underhoused and Overhoused Families

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

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

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

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

C. UNIT SIZE SELECTED

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

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

The payment standard amount for the family voucher size; or

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

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

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

HQS GUIDELINES FOR UNIT SIZE SELECTED

Unit Size	**Maximum # In Household**
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

INTRODUCTION

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

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

A. INCOME AND ALLOWANCES

Income: All amounts, monetary or not, that go to or are on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

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

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

HUD has five allowable deductions from Annual Income:

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

2. Elderly/Disabled allowance: $400 per family whose head or spouse is 62 or over or disabled.

3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

4. Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment.

5. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an **adult** family member to work.

Minimum Rent

The LMHA Board approved (8/20/03) changing **the minimum** rent from $25.00 **to zero.** The HCV department will effect this change immediately.

The PHA will use the following as a guide for included and excluded income:

Income Inclusions ***(Housing Choice Voucher Program Guidebook pg 5-14)***

(1) The full amount, before any payroll deductions, of wages and salaries (including seasonal employment), overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for deprecation 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 will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash or assets from an investment will be 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 shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 13 under Income Exclusions);

(5) Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions);

(6) Welfare Assistance.

a. Welfare assistance received by the household.

b. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.

c. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare income to be included as income shall consist 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 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 paragraph shall be the amount resulting from one application of the percentage;

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

(8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (7) under Income Exclusions).

Income Exclusions

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see No. 5 under Income Inclusions);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide (as defined by regulation);

(6) The full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(a) Amounts received under training programs funded by HUD;

(b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing,

transportation, child care, etc) and which are made solely to allow participation in a specific program;

(d) A resident service stipend. This is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or

(e) 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.

(8) Temporary, nonrecurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1)

(9) Reparations 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;

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

(11) Adoption assistance payments in excess of $480 per adopted child;

(12) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;

(13) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(14) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and

(15) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. A notice will be published in the Federal Register and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be distributed when necessary. The following is a list of income sources that qualify for that exclusion:

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 submarginal 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 de 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. 1087 uu);
j) Payments received from programs funded under Title V of the Older American 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 Agen-produce 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 payment 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).

(16) Earned Income Disallowance for persons with disabilities [24CFR5.617]

(a) Initial Twelve Month Exclusion [24CFR5.617(C)(1)]

(b) Second Twelve Month Exclusion and Phase-In [24CFR5.617(C)(2)]

(c) Maximum Four Year Disallowance [24CFR5.617(C)(3)]

B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES

Between 4/20/01 and 3/15/02, the disallowance was available only to disabled members of disabled families. Technical amendments published 2/13/02 extended the disallowance to all qualifying family members with disabilities effective 3/15/02. Exclusion of income during participation in training programs under 24 CFR 5.609 is still applicable.

The annual income for *qualified* families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the qualified family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that is receiving tenant-based rental assistance under the Housing Choice Voucher program, and

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

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

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

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

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

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

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

Initial Twelve-Month Exclusion

During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. The following documentation will be included in the family's file:

Name of the family member whose earned income increased

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

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

Date the increase in earned income was reported by the family

Date the increase in income is first excluded from annual income

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

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

Date the 12-month phase-in period began

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

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

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

C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

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

"Temporarily absent" is defined as away from the unit for more than 90 days. Incarceration is not considered temporarily absent.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit using this policy.

Absence of Entire Family

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

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

Families must notify the PHA prior to leaving the unit if they are going to be absent from the unit for more than 14 consecutive days.

If the entire family is absent from the assisted unit for **30** consecutive days **(without prior notice to the PHA)**, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit longer than the time specified in this Plan, the PHA will not continue assistance payments.

Family households with one adult member will be terminated from the program if they are incarcerated for a period of more than 30 days, not to exceed 180 days without prior notice to the PHA for charges other than alcohol/drug related activity and/or violent criminal activity. Such charges are an automatic termination.

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

Write letters to the family at the unit
Telephone the family at the unit
Interview neighbors
Verify if utilities are in service
Contact the landlord
Check with the Post Office

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

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 90 consecutive days except as otherwise provided in this Chapter. Incarceration of more than 30 days is cause for termination; not to exceed 180 days without prior notice to the PHA for charges other than alcohol/drug related activity and/or violent criminal activity. Such charges are an automatic termination.

The family will be required to notify the PHA in writing within 14 business days when a family member moves out. The notice must contain a certification by the family as to whether the member is permanently or temporarily absent**.**

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than **90** consecutive days, the family member will not be considered permanently absent.

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

If the person with medical reasons (not drug-related) is absent for more than 90 days and terminated from the program, they may submit a written request to be reinstated to the program within one year of the date they became absent from their unit, should they be able to participate in the program again. An informal review will be held, and if it is established they would qualify for assistance, the person will be placed at the top of the waiting list and receive a Voucher when funding is available.

Absence due to Incarceration

The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity. This would constitute termination of assistance.

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days.

Absence of Children Due to Placement in Foster Care

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

If the time period is to be greater than **6** months from the date of removal of the child/children, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards.

The PHA will work with Children's Services Professionals if an exception is requested.

Care Taker For Children

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

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

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

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

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

The PHA may transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 120 days and it is reasonable to expect that custody will be granted.

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

If a member of the household is subject to a court order that restricts him/her from the home for more than **3** months, the person will be considered permanently absent.

The family will be required to notify the PHA in writing within 14 business days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

Absence Due to Full-Time Student Status

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

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

Visitors

Any adult not included on the HUD 50058, who has been in the unit more than **14** consecutive days or a total of **90** days in a 12-month period, will be considered to be living in the unit as **an unauthorized** household member.

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

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

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

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

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to **120** days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than **183** days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and PHA

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

The family obligations require the family to request PHA approval to add any other family member as an occupant of the unit and to inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

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

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the PHA in writing within **14 business days** of the maximum allowable time.

Families are required to report any additions to the household in writing to the PHA within 14 business days of the move-in date.

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

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

Per LMHA HCV Program policy, the family is obligated to:

24 CFR 982.551(h)(2) - Promptly inform the PHA of the birth, adoption or court-awarded custody of a child

24 CFR 982.551(h)(2) - Request PHA approval to add any other family member as an occupant of the unit

The members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within 14 business days.

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

Requests based on health related reasons must be verified by a doctor, medical professional, or social service professional.

We should consider the family composition as the people who are <u>directly related to the head of household, spouse or co-head</u>:

<u>An adult man or woman as head of household, spouse or co-head</u>

Spouse (marriage certificate required)

Boyfriend/Girlfriend (spousal relationship self-certification required)

His/Her born children (must have legal custody)

Minors of relatives (must have legal custody or placement through an agency)

Adopted or Foster Children (documentation showing such)

Other scenarios that could be approved:

Adult head wishes to add Mother or Father or Grandparent
Mother, Father or Grandparent wishes to add adult daughter/son with or without children
Brother/Sister wishes to add terminally ill adult brother/sister
Brother/Sister wishes to add an individual sibling (excludes sibling with significant other and/or with children)
Head wishes to add elderly person who is dependent upon them for daily needs

Please note that extended family (aunt, uncle, cousins) are not included above.

Also, boyfriend/girlfriend of minor or non-minor is not included. If additional family members are two separate families, the PHA will not allow the addition. For example, head of household with two children adding adult daughter, husband and two children. This causes two families. The PHA will deny this request.

The only exception that can be made for this is under the health or disability area which would require documentation to prove the need.

If the adult head of household, spouse or co-head would like to add their adult grandchild(ren), we will consider the following factors and act accordingly:

If the adult grandchild(ren) had resided in the unit previously while on the program, we will allow them to be readmitted, contingent upon approval and positive background check.

If the adult grandchild(ren) had not lived in the unit previously, we would deny the addition, unless adding the family member would be a reasonable accommodation for a person with a disability.

Reporting Absences to the PHA

Reporting changes in household composition is both a HUD and a PHA requirement.

If a family member leaves the household, the family must report this change to the PHA, in writing, within **14 business** days of the change and certify as to whether the member is temporarily absent or permanently absent.

The PHA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

D. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the PHA may:

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

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

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

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

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

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

E. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification **once a quarter.**

Families that report zero income and families with expenses exceeding their known income will be required to provide written information regarding their accessible resources and means of basic subsistence (food, daily personal items, utilities, phone, transportation, cable, etc.) on a quarterly basis.

F. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received every **3** months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than **$480** per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter)

If the family's expenses exceed its known income, the PHA will require the family to provide written information regarding their accessible resources and means of basic subsistence (food, daily personal items, utilities, phone, transportation, cable, etc.) on a quarterly basis**.**

G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home, and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

> Exclude the income and deductions of the member if his/her income goes directly to the facility.
>
> Include the income and deductions of the member if his/her income goes to a family member. Payments by the family member to the facility may be considered medical deductions, if documented and verified.

H. ALIMONY AND CHILD SUPPORT

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

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can provide documentation that they are not receiving the full amount.

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

I. LUMP-SUM RECEIPTS

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

Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

Lump-sum payments caused by delays in processing periodic payments such as unemployment, child support or welfare assistance are counted as income.

The PHA will determine the likelihood of the family receiving another similar payment(s) within the next twelve months before deciding whether or not this amount should be included in the calculation of annual income. To make this determination, the PHA will need more information from the family and the third party making the payment(s). If the PHA determines and can appropriately verify that the tenant in all likelihood will not receive a similar payment the following year, then the amount should not be considered when calculating annual income. On the other hand, if the PHA determines that it is likely that the tenant will receive a similar payment and can appropriately verify it, the amount should be included in annual income at the family's annual reexamine.

The income will not be added during an interim.

Retroactive Calculation Methodology

If the payment is not reported on a timely basis, the PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.

The family will be offered a choice of paying this "retroactive" amount to the PHA in a lump sum, or at the PHA's option, the PHA may enter into a Repayment Agreement with the family. The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is $1,000.00. If the total value of assets disposed of within a one-year period is less than $1,000.00, they will not be considered an asset.

L. CHILD CARE EXPENSES

Child care expenses for children age 12 and under may be deducted from annual income if they enable an adult to work, attend school, or actively seek employment (schedules may be requested by the PHA).

In the case of a child attending school, only pre-hours or after-hours care can be counted as child care expenses.

In cases where an adult family member is available to provide child care: Child care expenses may not be allowed as a deduction unless there is a documented reason that the family member should not care for the child(ren) OR child care is provided by an established day care/child care facility or provider.

Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work.

The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

The amount paid for child care is affordable to the family based on their monthly expenses as shown on the Personal Declaration

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense: The expenses incurred to enable a family member to work may not exceed the amount earned.

M. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense and will be counted if the family furnishes legible receipts.

N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for the housing program are performed on the HUD 50058.

CALCULATING PRORATED ASSISTANCE

Assistance for mixed families is calculated based on the percentage of eligible individuals in the household. There are five steps in the calculation.

Steps	*Example*
1. Determine the gross rent for the unit (rent to owner plus the utility allowance).	1. Rent to owner $500 Utility allowance + $50 Gross rent $550
2. Determine the HAP, taking into consideration the income of all family members, regardless of their eligibility status.	2. HAP = $300
3. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household.	3. 3 eligible family members ÷ 4 total family members .75 proration factor
4. Multiply the HAP calculated in Step 2 by the number calculated in Step 3 to determine the family's eligible subsidy portion.	4. Prorated HAP = $300 x .75 = $225
5. The amount of rent the family will pay will be the gross rent for the unit (step 1) less the prorated HAP calculated in Step 4.	5. Prorated Family Share $550 Gross rent -$225 Prorated HAP $325 Prorated Family Share

O. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

Fraud by a family member in connection with the welfare program; or

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement

However, the PHA will reduce the rental contribution if the welfare assistance reduction is a result of:

The expiration of a lifetime limit on receiving benefits; or

A situation where a family member has not complied with other welfare agency requirements; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of the sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification before denying a request to reduce rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

At the request of the PHA, the Welfare Agency will be asked to provide: the amount and term of the specified welfare benefit reduction for the family, reason for the reduction, and subsequent changes in term or amount of reduction.

The PHA has taken a proactive approach to creating an effective working relationship with the local welfare agency.

P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all tenant-based programs. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative household that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual consumption.

The PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standard.

The PHA may not provide any allowance for nonessential utility costs, such as cable, satellite television, or phone.

The PHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, cooking, water heating, water/sewer, trash collection, other electric, refrigerator (for tenant-supplied refrigerator), range (for tenant-supplied range), and other special services as designated by the PHA.

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families at the briefing. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a **36-**month period.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant.

Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD Regulations require that the factors of eligibility and Total Tenant Payment/Family Share be verified by the PHA. PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The PHA will verify information through the five methods of verification acceptable to HUD in the following order:

- Upfront Income Verification (UIV) using HUD's EIV system (see policy in appendix section of this document)
- Upfront Income Verification (UIV) using non-HUD system
- Written Third Party Verification
- Written Third Party Verification Form
- Oral Third Party Verification
- Tenant Declaration

The PHA will allow **2 weeks** for return of third-party verifications and **14 business days** to obtain other types of verifications before going to the next method. The PHA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for up to 120 days from date of receipt.

Third Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals. It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged

to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

Written Third Party Verification (Level 4): An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the HUD's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations. The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Written Third Party Verification Form (Level 3): Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). The PHA will send the form directly to the third party source by mail, fax, or email. The family will be required to sign an authorization for the information source to release the specified information.

Oral Third Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information. Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to note with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.

This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e- mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third Party Verification Technique

Tenant Declaration (Level 1): The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA as a self certification. Self-certification means a notarized statement or affidavit or statement under penalty of perjury.

This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within **two (2)** weeks, the PHA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents will be photocopied, dated and signed by the person who does the copying and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will provide a written certification they viewed the originals with date and signature.

The PHA will accept faxed documents

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

The PHA will not delay the processing of a **file** beyond 30 days because a third party information provider does not return the verification in a timely manner if the family supplies necessary information.

B. RELEASE OF INFORMATION

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, adults will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and sign consent forms requested by the PHA or HUD.

C. COMPUTER MATCHING (see UIV Policy in appendix section)

The 1988 McKinney Act legislation authorized State wage record keepers to release to both HUD and PHA's information pertaining to wages and unemployment compensation. **Effective January 31, 2010, HUD mandated mandatory use of the EIV system.**

Where allowed by HUD and/or other State or local agencies, computer matching will be done. The PHA will utilize the Up-Front Income Verification (UIV) provided by HUD to receive state income and Social Security income verification. Both of these tools are used to determine if residents/participants are disclosing all household income.

If computer matching results in a discrepancy with information in the PHA records, the PHA will follow up with the family and verification sources to resolve this discrepancy. When the family has unreported or under reported income, the PHA will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an **adult** family member to be employed or to further his/her education.

Total medical expenses of all family members in households whose head, spouse or co-head is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an **adult** family member to be employed.

Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers **for all family members.**

"Preference" status.

Familial/Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

Verification of Reduction in Benefits for Noncompliance:

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

E. VERIFICATION OF INCOME

This section defines the methods the PHA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus expected during next 12 months

Acceptable methods of verification include:

UIV system through HUD (see appendix section of this document)

Employment verification form completed by the employer.

Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings.

W-2 forms plus income tax return forms.

Ledgers or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the I. R. S. for further verification of income.

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

Computer report, electronically obtained or in hard copy (UIV)

Benefit verification form completed by agency providing the benefits.

Award or benefit notification letters prepared and signed by the providing agency.

Bank statements for direct deposits if they show gross amount. .

Unemployment Compensation

Acceptable methods of verification include, in this order:

Verification form completed by the unemployment compensation agency

Computer printouts from unemployment office stating payment dates and amounts

Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

Computer-generated statement from payment provider indicating the amount of grant/payment, family members, start date of payments, and anticipated changes in payment in the next 12 months.

Computer-generated Notice of Action.

PHA verification form completed by payment provider.

Computer-generated list of recipients from Welfare Department**.**

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

Computer-generated payment printout by the Child Support Bureau.

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

A (notarized) letter from the person paying the support (when payment does not go through Bureau or Court).

Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A notarized affidavit from the family indicating the amount(s) received.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business (see Self-employment Policy in appendix section)

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include:

IRS Form 1040, including:

Schedule C (Small Business)
Schedule E (Rental Property Income)
Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

Audited or unaudited financial statement(s) of the business.

Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

Family's self-certification as to net income realized from the business during previous years.

Credit report or loan application.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business. Tax return may be requested.

If the applicant/participant is operating a “cash and carry” operation (which may or may not be licensed), the PHA may require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person. Tax return may be requested.

If child care services were terminated, a third-party verification may be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

The **name and address of the person** who provides the gifts
The value of the gifts
The regularity (dates) of the gifts
The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that income, such as unemployment benefits, TANF, SSI, etc., is not being received by the household.

The PHA may request information from the State Employment Development Department, IRS, or check records of other departments in the PHA jurisdiction that have information about income sources of customers.

The PHA may run a credit report if information is received that indicates the family has an unreported income source. The PHA may question neighbors if complaints are received accusing fraud.

The family will be required to complete a notarized no-income affidavit/letter of certification quarterly. The family may be required to provide written information regarding their accessible resources and means of basic subsistence (food, utilities, transportation, phone, cable, etc.) no more than quarterly to the PHA.

Full-Time Student Status

Only the first $480 of the earned income of full time students, other than head, spouse, or co-head will be counted toward family income.

Financial aid, scholarships and grants received by full time students are not counted toward family income when the student is living with the parents **(FR 4/10/06)**.

Financial assistance, in excess of amounts received for tuition shall be considered income to the individual (single student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child). It is not considered annual income for persons over the age of 23 with dependent children. **(CFR 5.609 & 5.612)**

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution. When the asset to be verified is not a significant amount and will have minimum impact on the TTP, the PHA will verify the asset through review of original documentations provided by the tenant. *For the purpose of this policy, LMHA defines a significant amount as any amount in excess of $1,000.*

Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

IRS Form 1040 with Schedule E (Rental Income).

Copies of latest rent receipts, leases, or other documentation of rent amounts.

Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The PHA will require the necessary information to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification/certification is required that shows: (a) all assets disposed of for less than FMV, (b)

the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by any/all of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

- HUD requires 3rd party verification when granting a deduction for medication expenses. The Housing Authority is prohibited from allowing any identifying information related to the types of medications that a client is prescribed to remain in the client's file. As a result, a form has been developed for the file with the following language:
    - "We, the undersigned, testify that we have reviewed the 3rd party pharmacy verification that was provided to the Lorain Metropolitan Housing Authority on (date) from the above pharmacy and we have determined that the allowable medication deduction for the above client is $ (amount of

expense). This amount may or may not match the total amount that was reflected on the original 3rd party verification. The Lorain Metropolitan Housing Authority deducts any amount(s) the client paid during the months in which the client met their spenddown obligation, if applicable."

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency that payments are received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoices that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other records of medical expenses, incurred during the past 12 months, that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The PHA will use mileage at the **IRS** rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases:

Written certification from a reliable, knowledgeable professional, that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

* Certificates of Birth, naturalization papers
* Church issued baptismal certificates
* Current, valid Driver’s license
* State Picture I.D.
* U.S. military discharge (DD 214)
* U.S. passports
* Voter’s registration
* Company/agency Identification Card
* Department of Motor Vehicles Identification Card
* Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

* Certificates of Birth
* Adoption papers
* Custody agreement
* Health and Human Services ID
* School records

If Certificate of Birth cannot be obtained (non exists), a notarized certification must be provided.

Verification of Marital Status *Will be used to determine spouse for income, deduction and non-citizen purposes.*

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance, other records, or notarized affidavit.

Verification of marriage status is a marriage certificate.

Familial Relationships

In-house familial relationship certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

Verification of relationship:
- Official identification showing names
- Birth Certificates
- Baptismal certificates

Verification of guardianship is:
- Court-ordered assignment
- Affidavit of parent
- Verification from social services agency
- School records

Evidence of a stable family relationship:

Joint bank accounts or other shared financial transactions
Leases or other evidence of prior cohabitation
Credit reports showing relationship

Verification of Permanent Absence of Adult Member

An adult member who was formerly in the household and is reported permanently absent by the family, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action. Husband or wife institutes legal separation. An order of protection/restraining order exists against the other.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or correction facility should be obtained stating how long they will be incarcerated.

If no other proof can be provided, the PHA may accept a self-certification from the family.

Verification of Change in Family Composition

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

If an addition to the family is reported, the HA will request (in this order):

Court documentation showing legal custody or guardianship;
Records showing proof of residency (from school or doctor records); and
Statements from social services or other agencies verifying household composition; or
Documentation from court or correction facility if parent is incarcerated with length of time in jail with a notarized statement from the parent granting guardianship; or
Notarized statement from absent parent, if not incarcerated – **with the approval of a supervisor.**

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act 42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

The PHA will require citizens to provide documentation of citizenship with at least one of the following original documents:

United States birth certificate
United States passport
Resident alien/registration card
Social Security card
or other appropriate documentation

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of initial application.

The PHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

The PHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification occurs with the interim adding that member to the household.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

Extensions of Time to Provide Documents

The PHA **will** grant an extension of up to **30 days** for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration
The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)
Alien Registration Receipt Card (I-151)
Arrival-Departure Record (I-94)
Temporary Resident Card (I-688)
Employment Authorization Card (I-688B)
Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The PHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

If the PHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for **not less than 24 months**, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility **for all family members** if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her SS Number may be used for **temporary** verification:

Printout from Social Security Office showing person's SS number
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)
An identification card issued by an employer or trade union
An identification card issued by a medical insurance company
Earnings statements or payroll stubs
IRS Form 1099
Benefit award letters from government agencies
Retirement benefit letter
Life insurance policies
Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
Verification of benefits or SS Number from Social Security Administration

New family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the PHA. The applicant/participant or family member will have an additional **60** days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification with reason to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable medical professional.

J. VERIFICATION OF WAITING LIST PREFERENCES

Refer to Chapter 4 – Establishing Preferences and Maintaining the Waiting List

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The PHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. When families have been determined to be eligible, the PHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, PHA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration.

A. ISSUANCE OF VOUCHERS

When funding is available, the PHA will issue Vouchers to applicants whose eligibility has been determined. The number of Vouchers issued must ensure that the PHA stays as close as possible to 100% lease-up. The PHA performs a monthly assessment to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the PHA can over issue (issue more Vouchers than the budget allows to achieve lease-up).

The PHA may over issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers which are over issued must be honored. If the PHA finds it is over leased, it must adjust future issuance of Vouchers in order not to exceed the ACC. budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in group meetings**.** Families who attend group briefings and still have the need for individual assistance will be referred to a member of the HCV Staff.

Briefings will be conducted in English.

The purpose of the briefing is to explain how the program works and the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The PHA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend **two (2)** scheduled briefings, without prior notification and approval of the PHA, may be denied admission based on failure to supply information needed for certification. The PHA will conduct individual briefings for families with disabilities at their home (when they are the only adult family member capable of attending the briefing), upon request by the family and, if required medical verification is submitted to prove this is a reasonable accommodation request.

Briefing Packet

The documents and information provided in the briefing packet for the Voucher program will comply with all HUD requirements. The family is provided with the following information and materials:

The term of the voucher, and the PHA policy for requesting extensions or suspensions (referred to as tolling) to the term of the voucher.

A description of the method used to calculate the housing assistance payment for family, including how the PHA determines the payment standard for a family; how the PHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How the PHA determines the maximum allowable rent for an assisted unit including rent reasonableness.

Where the family may lease a unit.

For family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information must include an explanation of how portability works including a list of neighboring housing agencies, addresses & phone numbers.

The HUD required tenancy addendum, which must be included in the lease

The Request for Approval of Tenancy form and a description of the procedure for requesting approval of a unit.

A statement of the PHA policy on providing information about families to prospective owners.

The PHA subsidy standards including when and how exceptions are made and how the voucher size relates to the unit size selected.

The HUD brochure, “A Good Place to Live” on how to select a unit that complies with HQS.

The HUD brochure on lead-based paint entitled “Protect Your Family from Lead in Your Home”

Information on Federal, State, and Local equal opportunity laws and a copy of the housing discrimination complaint form. The PHA will also include the pamphlet "Fair Housing: It's Your Right."

A list of landlords and known units available for the voucher issued. The list includes landlords and units available throughout Lorain County as LMHA is advised of availability and updated every 2 to 3 weeks.

If the family includes a person with disabilities, notice that the PHA will help in referring the family to agencies and landlords who may assist in locating accessible units.

The Family Obligations under the program.

The grounds on which the PHA may terminate assistance for a participant because of family action or failure to act.

PHA informal hearing procedures, when the PHA is required to offer the opportunity for informal hearing to participants, and how to request such.

Owner's responsibilities.

Procedures for notifying the PHA of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

Requirements for reporting changes between certifications.

Information regarding security deposits and legal referral services.

Information regarding the PHA's outreach program to assist families who are interested in or experiencing difficulty in obtaining available units in areas outside of minority concentrated locations

Information to be Provided at the Briefing

The person conducting the briefing will describe how the program works and emphasize the following:

Relationships between the family and the owner, the family and the PHA, and the PHA and the owner.

Family responsibilities as a program participant

Where a family may lease a unit inside and outside its jurisdiction
How portability works for families eligible to exercise portability

Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the PHA's jurisdiction

Exercising choice in residency

Choosing a unit carefully and only after due consideration.

The Family Self Sufficiency program and its advantages.

If the family includes a person with disabilities, the PHA will ensure compliance with CFR 8.6 to ensure effective communication.

Mover Briefing

For a participant who wishes to be reissued a Voucher to move, the family will be required to complete the moving process. This process includes giving the proper notice (30-day or Intent to Vacate), signing recertification forms and completing the interview. After completing the moving process, the Occupancy Specialist assigned to the family's part of the alphabet will schedule the family for a moving orientation. Once the family has attended the moving orientation, they will receive the Request For Tenancy Approval**.** Families porting in and out of Lorain County will be required to attend a moving orientation.

Landlord Briefing

To assure successful owner participation in the program, landlords (including out-of-state and/or agents) participating in the Housing Choice Voucher Program must attend a landlord briefing every two years (eff 1/10). These are offered at the office or on-line. Landlords must complete a certification when viewing on-line for a Certificate of Completion. (eff 1/12)

New Landlords – must attend ONE landlord briefing BEFORE LMHA will release HAP (Housing Assistance Payment); must sign leases and contracts and receive a certificate of completion within 60 days of the lease effective date in order to participate in the Housing Choice Voucher Program. Failure to do so will result in non-payment.

Current Landlords – must attend ONE landlord briefing within 12 months of this notice. LMHA will hold HAP on the 13th month if landlord has registered for a briefing; must receive a certificate of completion to avoid any interruption in Housing Assistance Payment.

The HCV Manager speaks annually at the local landlords' association meeting with open invitation to new, existing, and prospective landlords. HCV staff is versed on how to give prospective and new landlords information to create interest and participation in the program.

Owners are encouraged to come to the HCV office to sign documents so information may be discussed. When owners insist on contracts being mailed, they are informed to contact us with any questions or concerns before returning the signed contract.

Interested owners who request to sit in on scheduled family briefings to obtain information about the Voucher program will be allowed to do so.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the PHA will provide assistance to families who wish to do so.

The assistance provided to such families may include:

Counseling with the family on “how-to”
Direct contact with known landlords
Search record form to gather and record information
Providing information about services in various non-impacted areas
Outreach to city and town hall personnel to promote understanding
Informal discussions with landlord groups
Informal discussions with social service agencies
Meeting with rental referral companies or agencies
Meeting with fair housing groups or agencies

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

Fair Housing Laws

The PHA provides the family with the HUD discrimination complaint form. The family will also be directed to the Lorain County Urban League to file complaints.

E. SECURITY DEPOSIT REQUIREMENTS

The owner is not required to but may collect a security deposit from the tenant. Security deposits charged to families may be any amount the owner wishes to charge, **subject to the following conditions:**

Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

The majority of Lorain County homeowners require 1 month’s rent or less

Responsibility for first and last month's rent is not considered a security deposit issue.

F. TERM OF VOUCHER

During the briefing session, each household will be issued a voucher which represents a contractual agreement between the PHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

Expirations

The Voucher is valid for a period of sixty calendar days from the date of issuance. The family must submit a Request for Tenancy Approval within the sixty-day period unless an extension has been granted by the PHA.

If the Voucher has expired, and has not been extended by the PHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

The PHA has the discretion to issue a voucher for a specified time as deemed necessary, not to exceed 120 days.

Extensions

A family may request an extension of the Voucher time period up to a maximum of 120 days. All requests for extensions must be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the PHA primarily for these reasons:

Extenuating circumstances such as hospitalization or a family emergency, for an extended period of time, which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.

> The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the PHA, throughout the initial sixty-day period. A completed search record may be required.
>
> The family was prevented from finding a unit due to disability accessibility requirements or large size (4-5 bedrooms) unit requirement. The search record may be part of the required verification.

Portability

The PHA will issue a voucher for 120 days and extend the term of the voucher for extenuating circumstances. This exception will be addressed on a case-by-case basis.

Suspensions (tolling)

When the PHA has granted the maximum 120-day term to a Voucher holder, and the last received Request for Tenancy Approval has failed to produce a HAP Contract:

due to the OWNER'S noncompliance with:

requirements by the PHA

refusal to bring the unit up to HQS standards,or

the owner's decision to not rent to the holder,

the PHA may deduct the number of days required to process the request from the 120-day term.

This does not apply to situations caused because the tenant changes their mind.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the PHA Office to request assistance. Voucher holders will be notified at their briefing session that the PHA periodically updates the listing of available units and how the updated list may be obtained.

The PHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

After the first 60 days of the search, the family may be required to maintain a search record and report to the PHA every 15 to 30 days.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the HCV program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the PHA will consider the following factors to determine which of the families will continue to be assisted:

Which of the two new family units has custody of dependent children.

Which of the two new family units has elderly or disabled members.

Whether domestic violence was involved in the breakup.

Which family members remain in the unit.

Recommendations of social service professionals.

Head of household when the Voucher was initially issued.

Documentation of these factors will be the responsibility of the requesting parties.
If documentation is not provided, the PHA will terminate assistance on the basis of failure to provide information necessary for a final application or recertification.

A reduction in family size may require a reduction in the voucher family unit size.

H. REMAINING MEMBER OF FAMILY TO RETAIN VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor, OR

The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher family size.

Chapter 9

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

The PHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The PHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the PHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the PHA. This Chapter defines the types of eligible housing, the PHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Tenancy Approval (RFTA), previously known as RFLA.

A. REQUEST FOR APPROVAL OF TENANCY

The Request for Tenancy Approval (RFTA) *and a copy of the proposed Lease* must be submitted by the family during the term of the voucher. The family must submit the Request for Tenancy Approval in the form and manner required by the PHA. In addition, the owner must provide the "LMHA OCCUPANCY CERTIFICATION BY OWNER" form to LMHA verifying he/she has obtained the required occupancy permit (if applicable). (7/05)

The Request for Tenancy Approval must be signed by both the owner and Voucher holder.
The PHA <u>will</u> <u>not</u> permit the family to submit more than one RFTA at a time. The PHA will review the document(s) to determine whether or not they are approvable. The Request will be approved if:

- The unit is an eligible type of housing.
- The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
- The rent is reasonable.
- The security deposit is approvable in accordance with this plan.
- The proposed lease complies with HUD and PHA requirements.
- The owner is approvable, and there are no conflicts of interest.

In addition to the above, at the time a family initially receives assistance in a unit (new admissions and moves), the family share of the rent may not exceed 40 percent of the family monthly adjusted income. (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Plan)

Disapproval of the RFTA

If the PHA determines that the Request cannot be approved for any reason, the PHA will contact the landlord/family to advise of the steps that are necessary for approval (by phone or in writing) so as to proceed with the process.

When, for any reason, an RFTA is not approved, the PHA will send a written notice of disapproval to the owner and family. If time remains on the family's Voucher, the family will be issued another RFTA form to continue their search for eligible housing.

Expiration of the RFTA

When the RFTA is submitted with complete information, the PHA will make every reasonable effort to conduct the initial inspection within 15 days. The "date unit available for inspection" on the RFTA will be used to determine if the PHA will be able to meet the 15-day standard.

If the unit is not scheduled within 30 days of the submission date of the RFTA, the RFTA will be voided. The owner or agent and family will be notified that the RFTA has expired. The family will be issued another RFTA, depending on the term of their voucher.

B. ELIGIBLE TYPES OF HOUSING

The PHA will approve any of the following types of housing in the Voucher program:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Manufactured homes where the tenant owns the home and leases the pad.

Independent Group Residences.
Units owned (but not subsidized) by the PHA (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The PHA may not permit a Voucher holder to lease a unit which is receiving Project-Based HCV assistance or any duplicative rental subsidies.

C. LEASE REVIEW

The PHA no longer offers a standard lease. The PHA offers the tenancy addendum, and the Lead Warning Statement form. The PHA will review any submitted lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

The family and owner must submit an **unexecuted** standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law. This lease must be submitted with the RFTA. **Unexecuted lease is defined as fully completed but unsigned.**

The lease must have areas to specify:

The names of the owner and tenant

The address of the unit rented (including apartment number, if any)

The amount of the **monthly contract rent to owner**

The utilities to be paid for by the owner

The appliances to be supplied by the owner

The utilities to be paid for by the tenant

The appliances to be supplied by the tenant

The HUD prescribed tenancy addendum must be included in the lease, word-for-word, before the lease is executed.

Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by the Code of Federal Regulations.

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate the tenancy.

The lease must also provide that the owner may evict the family when the owner determines that:

Any household member is illegally using a drug; or

A pattern of illegal use of drugs by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The lease must provide that the following types of criminal activity by a “covered person” are grounds to terminate tenancy when there is any:

Criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or

Criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

Violent criminal activity on/near the premises by a tenant, family member, or guest; or

Violent criminal activity by any other person under the tenant’s control.

The lease must provide that the owner may terminate tenancy if a tenant is:

Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees; or

Violating a condition of probation or parole imposed under Federal or State law.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved, IN ADVANCE, by the PHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

Actions Before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

The PHA has inspected the unit and has determined that the unit meets HQS;

The PHA has determined that the rent charged by the owner is reasonable;

The landlord and the tenant execute the lease including the HUD-prescribed tenancy addendum;

The PHA has approved leasing of the unit in accordance with program requirements;

When the gross rent exceeds the applicable payment standard for the family, the PHA must determine that the family share (total family contribution) will not be more than 40% of the family’s monthly adjusted income;

The owner and tenant agree they may not and will not make any additional side agreements without the prior consent of the PHA.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements, and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the PHA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable, and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the PHA. If agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

The PHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually with the dwelling and are critical to the use of the dwelling.

E. INITIAL INSPECTIONS

See "Housing Quality Standards and Inspections" Chapter 10.

F. RENT LIMITATIONS

The PHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises or elsewhere. The owner is required to provide the PHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the PHA.

G. DISAPPROVAL OF PROPOSED RENT

If the proposed Gross Rent is not reasonable, at the family's request, the PHA will negotiate with the owner to reduce the rent to a reasonable rent.

If the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the PHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

At the family's request, the PHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to the owner.

If the rent can be approved after negotiations with the owner, the PHA will continue processing the Request for Tenancy Approval and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Tenancy Approval must be submitted by the owner and tenant.

If the owner does not agree on the Rent to Owner after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the family and owner that the lease is disapproved.

H. INFORMATION TO OWNERS

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records, and if known to the PHA, the name and address of the landlord at the family's current and prior address.

The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners **will be** encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, damage to units, respecting the rights of other residents, drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others, and compliance with other essential conditions of tenancy.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The PHA will provide prospective owners the following information based on documentation in its possession IF THE OWNER SUBMITS A SIGNED CONSENT FORM FROM THE TENANT:

Eviction history
HQS violations by family
Drug Trafficking by family members

The information will be provided for the last three (3) years, if available. The information will be provided orally. Only the HCV Occupancy Specialists, Assistant Managers, HCV Manager, or Executive Staff may provide this information.

I. OWNER DISAPPROVAL

See Chapter on "Owner Disapproval and Restriction."

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports any changes in factors that will affect the Total Family Share prior to the effective date of the HAP contract at admission, the information will be verified and the Total Family Share will be recalculated. If the family does not report any change, the PHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

K. CONTRACT EXECUTION PROCESS

The PHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and the PHA will execute the HAP Contract. **The HCV Manager or Assistant Manager will execute the contract on behalf of the PHA.** Copies of the documents will be furnished to the parties who signed the respective documents. The PHA will retain a copy of all signed documents.

The HAP Contract **may not** be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

Owners must provide the current address of their residence. (Post Office Box, for mailing purposes only, is in addition to the residence address). The owner must provide a business, **home or cell phone number.**

Owners must provide an Employer Identification Number or Social Security Number.

Owners must also submit proof of ownership of the property, such as a Grant Deed or Tax Bill, and a copy of the Management Agreement if the property is managed by a management agent, upon request by the PHA.

Unless the lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother **of any family member**. This includes “step” and “in-law”. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability, providing the home is such that it would best meet the needs for the disability requirements over other private market units. Under no circumstances may the owner reside in the unit.

Allowances by the Quality Housing and Work Responsibility Act (QHWRA)

The QHWRA made permanent the 90-day owner termination and endless lease requirements. PHAs are no longer limited to the use of the endless lease, exclusively. Owners can now choose from the following options, **but the initial term must still be at least 12 months:**

Elect to have an indefinite extension of the initial term (the endless lease). This option allows that the owner can only terminate tenancy during the term of the lease by instituting a court action; or

They can elect fixed, definite extensions of the initial term, such as month-to-month or year-to-year. This option allows that the owner can terminate tenancy without cause at the end of the initial term or any subsequent term.

HOWEVER, this legislation permits the PHA to approve a shorter initial lease term, if the PHA determines that:

Such shorter term would improve housing opportunities for the tenant, AND

Such shorter term is the prevailing local market practice.

L. CHANGE IN OWNERSHIP

See “Owner Disapproval and Restriction” chapter.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as to the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The PHA will inspect each unit under contract at least annually. The PHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the PHA's required standards and to assure consistency in the PHA's program. This Chapter describes the PHA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of noncompliance with HQS requirements for both families and owners. The use of the term HQS in this Administrative Plan refers to the combination of both HUD and PHA requirements. (See additions to the HQS under "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

A. GUIDELINES/TYPES OF INSPECTIONS

The PHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The PHA will not promote any additional acceptability criterion which is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the owner/tenant will be notified to have utilities turned on and that the unit cannot pass inspection until service is connected and the unit re-inspected.

If the tenant is responsible for supplying the stove and/or refrigerator, the PHA will not consider the unit as meeting Housing Quality Standards. The family will be mailed a "Stove and Refrigerator Certification". The family must sign and submit after the stove and/or refrigerator have been installed and properly working. Failure to supply the appliances is a violation of the family obligations and could result in termination. *Extensions may be given to work with social service agencies giving assistance to obtain the appliance(s).* No Housing Assistance Payment will be made if the certification has not been submitted by the family.

There are four types of inspections the PHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request For Tenancy Approval

2. Annual: Must be conducted within 12 months of the **of last annual inspection**

3. Special/Complaint: At request of family, owner, an agency, or third-party

4. Quality Control

B. INITIAL HQS INSPECTION

Timely Initial HQS Inspection

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within **15 days** after the family and the owner have submitted a request for tenancy approval. The same **15**-day clock will be suspended during any period when the unit is not available for inspection.

The PHA will contact the owner or tenant to obtain an inspection date when the RFTA is received and note the "date unit available for inspection" on the inspection book. This date will determine whether the PHA will be able to meet the 15-day standard, or whether a suspension is required.

The PHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service. The PHA will periodically review the average time required for a family and owner to have a unit inspected from the time the RFTA is submitted by the family and owner to the PHA. If the PHA determines that the average time is longer than 15 days, the PHA will review staffing needs relevant to HQS inspections.

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the owner and family will be advised to notify the PHA once repairs are completed.

On an initial inspection, the owner will be given up to 14 days to correct the items noted as Fail. Depending on the amount and complexity of the work to be done, the owner will be allowed up to 30 days for repair work to be completed if an extension is requested.

If the time period given to correct the repairs has elapsed, a void letter will be sent to the owner and family. The family will be issued another RFTA.

C. ANNUAL HQS INSPECTIONS

The PHA conducts an inspection in accordance with Housing Quality Standards at least annually. **The PHA schedules annual inspections at least 60 - 90 days prior to the annual review date,** so that the inspections are conducted at least annually as required by SEMAP**. The tenant's annual review date is the initial date of the HAP contract.**

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51]

Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are between 8:00 a.m. to 4:00 p.m.

The PHA will notify the family in writing 10 days prior to the inspection. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 14 business days.

If the family does not contact the PHA to reschedule the inspection, or if the family misses two inspection appointments, the PHA will consider the family to have violated family obligations and their assistance will be terminated in accordance with the termination procedures of this Plan.

Re-inspection: When the PHA is notified repairs are completed, the family is provided a re-inspection appointment either by phone or mail. If the family is not at home for the re-inspection appointment, a card will be left at the unit to contact the PHA for another appointment. Two missed appointments is cause for termination of participation. A final notice letter will be sent to the owner and tenant advising of abatement (owner repairs) or termination (tenant repairs).

The PHA will accept an owner and tenant certification as proof that certain deficiencies have been repaired without having a physical re-inspection. This is only the case when a single item fails. This includes any of the following deficiencies:

Missing light globe
Missing 3rd floor escape ladder
Owner-provided stove burner or oven not working
Torn/missing screen on window or door
Inside door knob assembly missing/broken
Storm door plunger missing/broken
Dishwasher or garbage disposal repair/remove
Bathroom ceiling vent fan install/repair
Missing drain stoppers
Missing/broken refrigerator door gasket
Closet door off track
Street number not present and/or visible from street
Grass or weed over 12 inches tall
Tub caulking missing
Mold-like substance in area
Heat registers not secured
A failed item for which the owner has a receipt verifying the item/part is on order

The owner and tenant must certify the repair has been made. The PHA will not need to perform a re-inspection but reserves the right to perform a re-inspection if there is just cause. (eff 1/12)

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification. (See Emergency Repair Items section in this chapter.)

For non-emergency items, repairs must be made within 30 days.

For major repairs, the HCV Manager or Assistant Manager must approve an extension beyond 30 days.

Rent Increases

Rent to owner increases may not be approved if the unit is in a failed condition.

D. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the PHA that the unit does not meet Housing Quality Standards, the PHA will conduct an inspection. The PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The family is advised to specify in writing any HQS deficiencies they feel exist in the unit. They must give the statement to the landlord with a copy to the HA. If the landlord has not made any attempt to correct the deficiency within a reasonable amount of time (two weeks), the HA will schedule a special inspection.

The PHA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

E. QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the HCV manager or other supervisory personnel on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

SEMAP RATE: published in the Federal Register 1/26/99

Universe	Minimum number of sampled files
50 or less	5
51 - 600	5 + 1 for each 50 or part of 50 over 50
601-2000	16 plus 1 for each 100 or part of 100 over 600
over 2000	30 plus 1 for each 200 or part of 200 over 2000

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The PHA adheres to the acceptability criteria in the program regulations, **local codes and the additions described below.**

Housing Quality Standards with corresponding location codes per HUD form 52580-A:

Living Room

If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

There must be at least two working outlets or one working outlet and one working light fixture.

All hanging light fixtures designed to have a globe, must have a globe. Missing or broken globes will be considered an HQS deficiency.

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, ie., there must be two of these in the room, or one of these plus a permanently installed ceiling or wall light fixture.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

1.3 Electrical Hazards

The room must be free of electrical hazards.

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently “blown” fuses (ask the tenant).

Check “Inconclusive” if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

All windows and doors that are accessible from the outside must be lockable.

All exterior doors must be weather tight to avoid any air or water infiltration, have no holes, have all trim intact and have a threshold.

All interior doors must have no large holes, have all trim intact and operable door knobs and assembly. The striker plate is not required because the door knob will operate without it.

If window security bars or security screens are present on an emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

“Accessible to outside” means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

“Lockable” means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. 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.

1.5 Window Condition

There must be at least one window and all windows must be free of signs of severe deterioration or missing/broken panes.

All window sashes must be in good condition, solid and intact, and fit properly in the window frame.

There must be at least one properly fitted screen in good condition per habitable room with openable window(s) (HUD approved 9/9/83). Holes or tears in metal screens pose a cutting hazard and constitutes a failed HQS (3/08).

“Severe deterioration” means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If there is only “moderate deterioration” of the windows, the item should “Pass”. “Moderate deterioration” means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty.

1.6 Ceiling Condition

The ceiling must be sound and free from hazardous defects.

“Unsound or hazardous” means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition
includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint). Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint.

1.7 Wall Condition

The walls must be sound and free from hazardous defects.

“Unsound or hazardous” includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members;
large holes; air infiltration. Pass walls that are basically sound but have some nonhazardous

defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint **(in units built prior to 1978 with children 6 & under)**.

1.8 Floor Condition
The floor must be sound and free from hazardous defects. All floors must be in a finished state (no plywood).

"Unsound or hazardous" means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., tripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts. Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, specially if badly worn, soiled or peeling.

Kitchen

2.1 Kitchen Area Present
Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room'' with the following modifications:

2.2 Electricity
Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition
Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven
There must be a working oven, and a stove with top burners that work. If no oven and stove are present, there may be a microwave.

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail.'' Put check in ''Inconclusive'' column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition (***family must sign and return certification)***. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this

condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.) **Drip pans for electric stoves are required due to fire hazard.**

If both an oven and a stove or range are present, but the gas or electricity are turned off, the HA will not pass the unit until the utility service is on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.
A microwave oven may be substituted for a tenant-supplied oven and stove (or range). A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator
There must be a working refrigerator that maintains a temperature low enough so that food does not spoil over a reasonable period of time.

If no refrigerator is present, use the same criteria for marking either “Fail” or “Inconclusive” as were used for the oven and stove or range. A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink
There must be a kitchen sink that works with hot and cold running water.

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark ‘’Fail.’’ A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has
running hot and cold water from the faucets and a properly connected and properly working drain (with a “gas trap”).

Broken drain stoppers must be repaired or replaced. If in the unit, it must be working.

If a working sink has defects, note this as a “Pass with Comment”. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food
There must be space to store, prepare and serve food.

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage
cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check “Inconclusive” and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass with Comment". Possible defects include: marked, dented, or scratched surfaces; limited size relative to family needs.

Broken shelving or cabinet doors, broken drawers or cabinet hardware must be repaired or replaced.

Bathroom

3.1 Bathroom Present
There must be a bathroom.

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet. washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure.

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room'' with the following modifications:

3.2 Electricity
Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards
Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition
Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working
vent system is present, check "Pass."

3.7 Wall Condition
Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains. All walls in a tub or shower area must be covered with ceramic tile or other material that is impervious to water to prevent water damage.

3.8 Floor Condition
Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit
There must be a working toilet in the unit for the exclusive private use of the tenant.

All cracked toilet seats must be replaced and fit properly.

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other
units are not acceptable). It must allow for privacy. Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly.

Comment if the toilet is “present, exclusive, and working,” but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

3.11 Fixed Wash Basin or Lavatory in Unit
There must be a working, permanently installed wash basin with hot and cold running water in the unit.

All sinks must have proper p traps, functioning stoppers and faucets.

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty
to the extent that severe leakage of water or escape of sewer gases occurs.

Comment if the wash basin is “present and working,” but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit
There must be a working tub or shower with hot and cold running water in the unit.

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.
Not working covers the same requirements detailed above for wash basin (3.11).

Comment if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10);
absent or broken support rod for shower curtain.

3.13 Ventilation
There must be an openable window or a working vent system.

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) Note: exhaust vents must be vented to the outside, attic, or crawlspace.

Other Rooms Used for Living and Halls

Definition of “used for living" Rooms "used for living” are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near
permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the
main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/playroom, a closed-in porch that is used as a bedroom during summer
months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an ‘’Other Room’’ checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under “All Secondary Rooms (Rooms not used for living)”.

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

1 = Bedroom or any other room used for sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other

Room Location: Indicate the location of the room based on the door of entry to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.
front/rear/center: record whether the room is situated to the back, front or center of the unit.
floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a ‘’room
used for sleeping’’ (see items 4. 2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for ‘’Living Room’’ with the following modifications:

4.2 Electricity/Illumination

There must be at least two working outlets or one working outlet and one working permanently installed light fixture.

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check “Fail."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be openable. The minimum standards do not require a window in “other rooms.” Therefore, if there is no window in another room not used for sleeping, check “Pass,” and note “no window” in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Owners are responsible for providing, replacing, and maintaining smoke detectors. Tenants are responsible for replacing batteries within the smoke detectors and are instructed not to remove batteries. Tenants are also responsible for replacing smoke detectors when damage has occurred by tampering.

If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the PHA will hold the tenant responsible for the HQS violation. Future violations will constitute termination from the program.

If there are working detectors throughout the unit, the inspectors will make a note for documenting purposes.

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).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors 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). In this case, check “Pass” and note under comments.

Bedrooms

A bedroom must have a floor area of not less than 70 square feet, and every room occupied for sleeping purposes by more than one person will contain at least 50 square feet of floor area for each additional occupant thereof.

In cases where a sloped ceiling exists over all or part of the room, with a clear ceiling height of at least 7 feet over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet or more will be included.

Bedrooms in basements or lower levels:

The ceilings of such rooms will be in every part at least 3'6" above the surface of the street or ground outside of or adjoining the same.

There will be appurtenant to such room the use of a toilet compartment, which is properly vented to outside air.

Such room will have one or more window openings of not less than 10% of floor area, exclusive of sash frames, and will open readily to the street or yard for purposes of ventilation. (ex: a 10 x 12 room = 120 sq. ft. and requires window glass to measure at least 12 sq. ft.)

The floors and walls will be waterproof and damp-proof in accordance with an approved method if in contact with earth. Such waterproofing will be between the floor and wall finish and the ground.

No dwelling or dwelling unit containing two or more bedrooms - sleeping rooms will have such rooms arranged that access to a bathroom or toilet compartment, intended for use by occupants of more than one sleeping room, can be had only by going through another sleeping room.

Nor will room arrangements be such that access to a sleeping room can be had only by going through another sleeping room, bathroom or toilet compartment.

Building Exterior

6.1 Condition of Foundation
The foundation must be sound and free from hazard.

‘’Unsound or hazardous’’ means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced
by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches
All exterior stairs, rails and porches must be sound and free from hazards.

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings

around a porch or balcony which is approximately 30 inches or more above the ground. **Balusters must not have a horizontal or vertical gap of more than 6 inches.**

6.3 Condition of Roof and Gutters
The roof, gutters and downspouts must be sound and free from hazards.

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under the eaves) show serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.5 Condition of Chimney
The chimney must be sound and free from hazards.

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces
All painted surfaces must be free of deteriorated paint.

Housing Choice Voucher Unit: If the unit was built January 1,1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces .

Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six. All deteriorated paint surfaces more than 20 sq. ft. on exterior surfaces must be stabilized (corrected) in accordance with all safe work practice requirements. If the painted surface is less than 20 sq. ft., only stabilization is required. **Clearance testing is not required**. Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for de minimis level repairs.

6.7 Manufactured Homes: Tie Downs
If the unit is a manufactured home, it must be properly placed and tied down.

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tiedown device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

Heating and Plumbing

7.1 Adequacy of Heating Equipment

There must be heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living.

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA defines adequate heat as a temperature of at least 65-68 degrees F in all rooms used for living during the period of September 1st to May 1st.

Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

''indirectly'' means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from
tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

The unit must be free from unvented fuel burning space heaters or any other types of unsafe heating conditions.

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

''Other unsafe conditions'' include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases

to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue.

If you are unable to gain access to the primary heating system in the unit check ''Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check ''Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

The unit must have adequate ventilation and cooling by means of openable windows or a working cooling system.

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open.

"Working cooling equipment'' includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning. Check "Inconclusive" if there are no openable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

The water heater must be located, equipped and installed in a safe manner.

The pressure relief valve should be at least six to twelve inches from the ground.

"Location presents hazard'' means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature-pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check “Inconclusive.” Obtain verification of safety of system from owner or manager. Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

The unit must be served by an approvable public or private sanitary water supply.

If the structure is connected to a city or town water system, check ''Pass.” If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

7.6 Plumbing

The plumbing must be free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water.

“Major leaks” means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for “Bathroom” and “Kitchen.”)

“Corrosion” (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the “rusty water” is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

The plumbing must be connected to an approvable public or private disposal system and free from sewer back-up.

If the structure is connected to the city or town sewer system, check “Pass.” If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations. The following conditions constitute “evidence of sewer back up”: strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

General Health and Safety

8.1 Access to Unit
The unit must be accessible without having to go through another unit.

“Through another unit” means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits
There must be an acceptable fire exit from this building that is not blocked.

“Acceptable fire exit” means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:
An openable window if the unit is on the first floor or second floor or easily accessible to the ground.
A back door opening on to a porch with a stairway leading to the ground.
Fire escape, fire ladder, or fire stairs.

“Blocked” means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock. Important note: The HA has the final responsibility for deciding whether the type of emergency exit Is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation
The unit must be free from rats or severe infestation by mice or vermin. .

“Presence of rats, or severe infestation by mice or vermin” (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant.

8.4 Garbage and Debris
The unit must be free from heavy accumulation of garbage or debris inside and outside.

“Heavy accumulation” means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal
There must be adequate covered facilities for temporary storage and disposal of food wastes.

“Adequate covered facilities" includes: trash cans with covers, garbage chutes, “dumpsters” (i.e., large scale refuse boxes with lids); trash bags.

8.6 Interior Stairs and Common Halls
Must be free from hazards to the occupant.

‘’Loose, broken, or missing steps’’ should fail if they present a serious risk of tripping or falling. A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells. “Other hazards” would be conditions such as bare electrical wires and tripping hazards.

Additions to HQS: (additional criteria established to strengthen the HQS requirements)

Modifications for a person with a disability

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. The PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

G. EMERGENCY REPAIR

LMHA Procedure for 24 Hour Emergency Inspections

1. Inspectors will be contacted via phone of emergency inspections or identify emergency inspections during the course of a regular inspection.

2. The Inspections Coordinator will create the inspection and notify the inspector.

3. If a call is received during the day, i.e. before 4:00pm, the Inspections Coordinator will determine (by consulting an inspector) if the repair is considered “life-threatening”. If the repair is deemed to be “life-threatening”, then an available inspector will be asked to go to the unit and complete the emergency inspection. If a call is received late in the day (i.e. after 4:00pm), and the repair is deemed 24-hour emergency repair, but not “life-threatening”, the emergency inspection will be conducted in the morning of the next business day.

4. Inspectors will document the emergency inspection while in the field.

5. Only items listed below should be considered a 24-hour emergency. If after the inspection, the item is deemed an HQS violation but does not meet the criteria for a 24-hour emergency, the inspector should write up a special inspection.

Emergency Repair Items

Lack of security for the unit
Waterlogged ceiling in imminent danger of falling
Major plumbing leaks or flooding
Natural gas leak or fumes
Electrical problem which could result in shock or fire
No heat (when outside temperature is below 50 degrees Fahrenheit and the temperature inside the unit is below 60 degrees Fahrenheit)
Utilities not in service
No running hot water
Broken glass where someone could be injured
Obstacle which prevents tenant's entrance or exit
Lack of functioning toilet
Inadequate air conditioning serving a special population

6. The "24-Hour Notice of Intent to Terminate Housing Assistance Payments" must be completed upon determination of a 24-hour emergency item present.

7. The responsible party for the emergency repair item must be notified by phone, mail and/or in person. The notification may be dropped off at the responsible party's residence, if within a reasonable distance. We may also fax or email the notification. Method of notification, time and date should be documented on the 24 hour notice paperwork.

8. The emergency deficiencies will be inspected the next business day to ensure repairs have been made unless the next business day is a weekend or holiday as long as the owner/tenant have called to report repairs are complete.
    a. If the next business day is a weekend or holiday, the "24-Hour Notice of Intent to Terminate Housing Assistance Payments" must be received by fax to the LMHA office by the due date.

    b. If the form is not received by the due date of the re-inspection, the Inspections Coordinator will cancel the re-inspection and begin the abatement process.

9. Upon completion of the emergency inspection, the overall result of the inspection will be processed by the Inspections Coordinator.

10. 24-hour emergency inspections which are not completed and/or documentation received in the time allocated or which fail to pass the re-inspection will be abated **and** terminated effective the first of the month following the re-inspection.

11. Failed 24-hour inspections will not be eligible for further inspections without written approval by LMHA.

H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner will be **abated**.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective on the first day of the next month following the month the repairs were to be completed. The notice is generally for **30** days, depending on the nature of the repair(s) needed.

The PHA will make an effort to re-inspect abated units within **7 business** days of the owner's or tenant's notification that the work has been completed.

If the owner makes repairs after the abatement effective date, but during the abatement period (30 days), payment will resume on the day the unit passes inspection.

The family will be notified of the re-inspection date. The participant may be terminated from the program for failure to allow the repairs to be made by the owner or the owner's representative(s) or failure to allow the re-inspection of the unit in a timely manner.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.

Extensions in lieu of abatement

The PHA may grant an extension in lieu of abatement in the following cases:

The owner has submitted a written request for an extension.

The owner has a good history of HQS compliance.

The failed items are minor in nature.

There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.

The owner makes a good faith effort to make the repairs.

The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.

The repairs must be delayed due to climate conditions.

The owner provides receipts from business or contractor showing the work is to be completed with an anticipated date of completion.

The extension may be made for a period of time considered reasonable for completion, usually 30 days beyond the original 30 days given. At the end of that time, at the PHA's discretion, if the work is not completed or substantially completed, the PHA will begin the abatement.

The PHA may grant an extension for exterior scraping and painting during winter months or to work with contractors schedules providing there is no hazard existing for family.

The request for extension:

Must be in writing
Must be submitted prior to the due date
Must include the item(s) in need of an extension
Must specify reason for extension and the amount of time needed to make repair

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a notice of impending HAP Contract termination. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination **will** be rescinded by the PHA if the tenant chooses to remain in the unit. Only **one** Housing Quality Standards inspection will be conducted after the termination notice is issued.

I. DETERMINATION OF RESPONSIBILITY

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service.

Failure to provide or maintain family-supplied appliances.

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

> "Normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The PHA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to the PHA within 14 business days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and submit a copy to the PHA for the family's file.

J. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family make any repair(s) or corrections within **24 hours for emergency and 30** days for non-emergency violations (same as for owners). If the repair(s) or correction(s) is/are not made in this time period, the PHA will terminate assistance to the family. Extensions in these cases must be approved by **PHA** prior to the deadline for completion of repairs. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The PHA will determine rent reasonableness in accordance with the 24 CFR and HUD notices. It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market.

This Chapter explains the PHA's procedures for determination of rent reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited *primarily* by rent reasonableness. The PHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy. At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the contract rent.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the PHA begins processing payments to the landlord. The effective date and the amount of the PHA payment are **entered into the computer HAP processing.** A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made **automatically** to the HAP Register for the following month. Checks are disbursed by the **Accounting Department** to the owner each month. Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus the PHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the PHA. Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA" chapter of this Plan.

Late Payments to Owners

It is a local business practice in Lorain County for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, not withstanding any grace period which is typically 7 - 10 days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the PHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The PHA's practice is to mail checks on the 1st of the month, or the 1st business day of a month in which the 1st falls on a weekend or holiday providing the monies have been transferred from the United States Treasury.

The owner may submit a request for payment of a late fee to the PHA. The amount charged must be equivalent to that charged and collected from tenants. Proof of collections may be required. Late fees will not be made for initial contracts where HAP payments were delayed due to owner/tenant timeliness resulting in the PHA to not be able to complete processes prior to the month's cut off for HAP payments. Proof of "Mailed to" date will be (a) the payment listed on the HAP Register, and (b) date the checks were posted. PHA will not be held responsible for delays caused by the Post Office.

The PHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the PHA's control, such as a delay in the receipt of program funds from HUD. The PHA will use administrative fee income or the administrative fee reserve as its only source for a late payment penalty. The PHA will not use any program funds for the payment of late fee penalties to the owner.

C. RENT REASONABLENESS DETERMINATIONS

Program: GOsection8.com…Nan McKay

Collecting Market Data:
The PHA will collect and maintain data on unit information and market rents in the PHA's jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness. GoSection8.com allows landlords to enter property information for non-subsidized units that the PHA may use for comparables.

Determining Rents:
The PHA uses a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Geocoded maps will be used to identify the unsubsidized units in closest proximity to the subject unit, and unit data information will be used to select the most similar units.

In comparing rents, GoSection8.com will take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, GoSection8.com will determine whether those differences impact rent. Where they do, they will adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the *adjusted* rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. The PHA will consider this information when making rent determinations. The owner must submit any additional information within 5 business days of the PHA's notification.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the PHA discretion, the Voucher Payment Standard amount is set by the PHA between 90 - 110 percent of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90 - 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

The PHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

When the Payment Standard Increases

The Payment Standard in place on the effective date of the HAP contract remains in place for the duration of the contract term unless the PHA increases or decreases its payment standard. If a payment standard is increased, the higher payment standard is first used in calculating the HAP at the time of the family's regular (annual) reexamination. Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination.

When the Payment Standard Decreases

If the PHA lowers its Payment Standards, the payment standard in effect on the effective date of the HAP contract will remain in effect until the family moves to another unit, has a change in its family size or composition, or until the second annual reexamination after the PHA decreases its payment standard.

E. ADJUSTMENTS TO PAYMENT STANDARDS

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The PHA will not raise the Payment Standards solely to make "high end" units available to Voucher holders. The PHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standard.

Assisted Families' Rent Burdens

The payment standard may be adjusted annually, implementing the payment standard effective date to be the first of the month following the 60 days after the published effective date of the FMR.

If it is determined that particular unit sizes in the PHA's jurisdiction have payment standard amounts that are creating rent burdens for families, the PHA will modify its payment standards for those particular unit sizes.

The PHA may establish a separate voucher payment standard, within the basic range, for designated parts of its jurisdiction if it determines that a higher payment standard is needed in these designated areas to provide families with quality housing choices and to give families an opportunity to move outside areas of high poverty and low income.

Quality of Units Selected

The PHA will review the quality of units selected, by participant families, when making a determination of the percent of income the families are paying for housing. This will help ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

PHA Decision Point

The PHA will review the average percent of income that families on the program are paying for rent. If **more than 40%** of families are **paying more than 30%** of their monthly adjusted income for a particular unit size, the PHA will determine whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the PHA in this Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the PHA may decline to increase the payment standard. **If these are not the primary factors for families paying higher rents, the PHA will continue increasing the payment standard.**

Rent to Owner Increases

The PHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

The landlord may not raise the contract rent during the initial term of the lease. However, if the landlord would like to increase the rent after the initial term, he/she may do so by submitting a **request for an increase or** the annual Request For Tenancy Approval (RFTA) sixty days prior to the increase effective date. The RFTA must be complete and signed by the family acknowledging the contract rent increase. The rent must be considered reasonable before the increase is approved.

Time to Locate Housing

The PHA may consider the average time period for families to lease up under the Voucher program. If Voucher holders are unable to locate suitable housing within the term of the voucher, and the PHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, the statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, the PHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the PHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the PHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. EXCEPTION PAYMENT STANDARDS

LMHA has not requested an exception from HUD.

Chapter 12

RECERTIFICATIONS

INTRODUCTION

HUD requires that the PHA reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines the PHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES

There are two activities the PHA must conduct on an annual basis. These activities will be coordinated whenever possible:

1. Recertification of Income and Family Composition

2. HQS Inspection

The PHA produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be **completed by the HCV Occupancy Specialists.**

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections"

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards"

B. ANNUAL RECERTIFICATION/REEXAMINATION

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

Moves Between Reexamination

When families move to another dwelling unit:

> An annual recertification will be scheduled (unless a recertification has occurred in the last 60 days) and the anniversary date will be changed if the HA uses the 50058 code of "2". The anniversary date will remain the same if the HA uses the 50058 code of "7".

Income limits are not used as a test for continued eligibility at recertification.

Reexamination Notice to the Family

The PHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least **90** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

> Procedure
>
> The PHA's procedure for conducting annual recertifications will be:
>
> > Schedule the date and time of appointments and mail a notification to the family**.**
>
> Persons with Disabilities
>
> Persons with disabilities, who are unable to come to the PHA's office will be granted an accommodation of conducting the interview **by mail** upon verification that the accommodation requested meets the need presented by the disability. A member of the PHA staff may conduct an interview at the participant's unit, hospital or nursing facility.

Completion of Annual Recertification

The PHA will have all recertifications for families completed before the anniversary date. This includes making every reasonable effort to notify the family of any changes in rent at least 10 days before the scheduled date of the change in family rent.

Collection of Information

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The PHA will require the family to complete a Personal Declaration Form prior to all recertification interviews.

The PHA representative will interview the family and enter the information provided by the family on the recertification form, review the information with the family, and have them sign the form.

Requirements to Attend

The following family members will be required to attend the recertification interview:

All adult members

If the head of household is unable to attend the interview:

If requested, the appointment will be rescheduled

The spouse, co-head, or other adult may recertify for the family with a provision that other adult member(s) must come to the office within **14 business days** to be interviewed and sign forms

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA **will** reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will:

Send family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the HCV Staff if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

Documentation of income for all family members
Documentation of assets
Documentation of any deductions/allowances
Personal Declaration Form completed by head of household and signed by all adult members

Verification of Information

The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

C. REPORTING INTERIM CHANGES

Program participants must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The PHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Families will be required to report all increases in income/assets of all household members to the HA in writing within 14 business days. The HCV staff will make the determination if an interim change will be completed.

Quarterly reviews may be required for persons with unstable income (frequent increase and decrease reports)

The PHA will review and certify the reported information. Interim reviews shall be done for:

Changes in source of income and/or adding other sources of income
Reduction in income
Income increases within the same source in excess of $500 gross income per month (10/04). *When deciding whether or not to add the increase, determine (1) is this increase due to an additional source of income; (2) if within the same source, does the increase exceed $500.*

Any change in family composition
Quarterly agreements

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The PHA must calculate the change if a decrease in income is reported and the decrease in income lasts in excess of 30 days or more.

HA Errors

If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

D. OTHER INTERIM REPORTING ISSUES

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with unstable income every **90 days (quarterly).**

Zero (0) income families will be required to report quarterly.

In the following circumstances, the PHA may conduct the interim recertification by mail:

Changes that will not result in a change in tenant rent or voucher size.

Changes in income that are normal for the family, such as seasonal employment.

As a reasonable accommodation when requested.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The QHWRA establishes new requirements for the treatment of income changes resulting from welfare program requirements. These requirements are effective immediately. However, before implementation of the new requirements, the PHA must revise operating procedure to effectuate these provisions.

The PHA will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

Fraud in connection with the welfare program;

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement by the welfare agency.

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits, or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment

The PHA will notify affected families that they have the right to an informal hearing regarding these requirements. (See “Verification Procedures” chapter.)

Definition of “Imputed Welfare Income”

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

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

The amount of the benefit reduction
The term of the benefit reduction
The reason for the reduction
Subsequent changes in the term or amount of the benefit reduction

The family’s annual income will include the imputed welfare income, as determined at the family’s annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency).

Example:
Welfare Sanctions

- Note that the HA will not decrease a client's rent if a decrease in income is due to a sanction ***that is a result of the family's failure to participate in an economic self-sufficiency program or fraud in connection with the welfare program.*** This does not include sanctions that have been enacted based upon noncompliance with some other welfare requirement, such as missing three appointments. **[E. Welfare Sanctioning (24 CFR Part 5.615)]** The client's ADC printout will be able to provide you with information about a client's sanction.

- Imputed Welfare Income: This is income that the family does not actually receive (due to a sanction) but is counted in the calculation of the client's rent. The best way to explain imputed welfare income is to cite the following examples taken from the Chicago Housing Authority's procedure manual.

  1.1 **Imputing Welfare Income:** For the purposes of rent computation, the amount of welfare income imputed is equal to the amount of the cut made in a family's welfare benefits. This might seem to be irrelevant, since it will not change a family's rent, but knowing the amount of imputed welfare income is important if the family should acquire additional income.

  1.2 **Additional Income to the Family:** While a family is under the sanction period when their welfare benefits are reduced, if they receive any new income, whether earned or unearned, that new income first off-sets the imputed welfare income.

  Example A: If a family's welfare benefits of $600 per month have been reduced by $100 per month for either welfare fraud or failing to comply with an economic self sufficiency requirement, and an adult family member gets a part-time job that pays $80 per month, the $80 would reduce the amount of imputed welfare income from $100 per month to $20 per month. Thus, the family's rent would not change. It would be based on their real welfare income of $500, their new employment income of $80, and the remaining imputed welfare income of $20. Thus, the family would still be paying a rent based on $600 per month (their old welfare benefit).

Before Sanction:	$600 ADC $600 monthly income
During Sanction:	$500 ADC $100 Imputed ADC $600 monthly income
During Sanction w/new employment	$500 ADC $ 20 Imputed ADC $ 80 earned income $600 monthly income

  Only if new income during the sanction period *exceeds* the amount of imputed welfare income would the family's income for rent increase, and then only by the amount by which the new income exceeded the welfare benefit reduction/imputed welfare income.

Example B: A family's welfare benefits of $400 per month have been reduced by $75 per month for either welfare fraud or failing to comply with an economic self sufficiency requirement. An adult family member gets a part-time job that pays $100 per month. $75 of the new income would reduce the amount of imputed welfare income to $0 and the additional $25 is calculated in the family's rent. Thus, the family's rent would receive an increase based only upon the $25 that the adult member has received.

Before Sanction:	$400 ADC $400 monthly income
During Sanction:	$325 ADC $ 75 Imputed ADC $400 monthly income
During Sanction w/new employment	$325 ADC $ 0 Imputed ADC $ 75 earned income $ 25 additional earned income $425 monthly income

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Occupancy Specialist and Assistant Manager will review the calculation for accuracy. If the imputed welfare income amount is correct, the PHA will provide a written notice to the family that includes:

A brief explanation of how the amount of imputed welfare income was determined;

A statement that the family may request an informal hearing if they do not agree with the PHA determination.

Verification Before Denying a Request to Reduce Rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

Cooperation Agreements

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs through the community that are available to HCV tenant-based assistance families.

The PHA and the local welfare agency have mutually agreed to exchange information regarding any programs or services that would benefit Housing Choice Voucher holders.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

An explanation for the PHA's determination of the amount of imputed welfare income

A statement that the tenant may request an informal hearing

The informal hearing is only to dispute the PHA's determination of the amount of imputed welfare income – not the welfare agency's determination to sanction the welfare benefits.

F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Tenant signatures **are** required by the PHA. If the family disagrees with the rent adjustment they may request an informal hearing.

G. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Standard for Timely Reporting of Changes

The PHA requires that families report interim changes to the PHA within **14 business** days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within **14 business** days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The PHA will notify the family and the owner of any change in the Housing Assistance Payment due to **any change in income and/or family composition to be effective according to the following guidelines:**

Increases in the Tenant Rent are effective on the first day of the second month in which the increase occurred provided the family complied with PHA requirements in reporting on a timely basis.

Decreases in the Tenant Rent **For income sources which may or may not fluctuate, or are not typically known to be disbursed on a monthly based (ie. wages, child support, etc) the interim decrease will be effective the first of the month following the month in which the change has occurred. For income sources which are issued for a fixed amount and are typically disbursed in monthly installments (ie. ADC, SS, SSI, etc), the effective date of the interim will be the first day of the month following the date that the income actually ends. No rent reductions will be processed until all facts have been verified, even if a retroactive adjustment results.**

Wage example:

John Smith received a letter March 3rd from his employer stating that his employment with ABC Corporation would end on March 15th. The table below shows the payments John has received for the calendar year. The interim would be effective April 1st.

Jan 8	Jan 22	Feb 5	Feb 19	March 5	March 19	April
$480.58	$454.13	$465.71	$498.44	$462.21	$312.29	$0

ADC Example:

Jane Doe received a letter March 3rd that income would end March 31st. The table below shows the payments received for the year. The interim would also be effective April 1st.

Jan	Feb	March	April
$500	**$500**	**$500**	**$0**

The change may be implemented based on documentation provided by the family, pending third-party written verification.

Procedures When the Change is Not Reported in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

> Increase in Tenant Rent will be effective retroactive to the first of the month following that in which the change occurred. The family will be liable for any overpaid housing assistance and **will** be required to **sign a Repayment Agreement or make a lump sum payment.** Failure to enter into a repayment agreement will result in termination.
>
> Decrease in Tenant Rent will be effective on the first of the month following the month the change was reported to the PHA.

Procedures When the Change is Unreported

If the family does not report any change in income or household composition, the family will be responsible for the Housing Assistance Payment that was overpaid if the change caused in increase in tenant rent. If the change was a decrease, the PHA will not make the effective date retroactive.

If there was an overpayment in Housing Assistance Payment, the HA may terminate the family for failure of family obligations or may allow the family to enter into a repayment agreement after completing the necessary manuals and/or amendments.

Procedures when the Change is Not Processed by the PHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the PHA did not process in a timely manner.

In this case, an increase will be effective the first of the month after completion of processing by the PHA. If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

H. REPORTING OF CHANGES IN FAMILY COMPOSITION

All changes in family composition must be reported within **14 business** days of the occurrence. Increases other than by birth, adoption or court-awarded custody must have the prior approval of the PHA and the owner. *The PHA may grant exceptions from this if the family requests and the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members or other individual circumstances.*

Refer to the definition of a family in Chapter 6, Section C – Reporting Additions to Owner & PHA.

Increases in Family Size

If an addition would result in overcrowding according to HQS maximum occupancy standards (see chapter 5):

The PHA will issue a larger Voucher for the family to locate a suitable unit.

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Non-citizens Rule was implemented prior to November 29, 1996, and "mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all the following criteria:

1. The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND

2. All members of the family other than the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

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

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction, or to a unit outside of the PHA's jurisdiction under Portability procedures. The regulations also allow the PHA the discretion to develop policies which define any limitations or restrictions on moves.

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

1. The assisted lease for the old unit has terminated because the PHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

3. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES

Families **may not** be permitted to move within the PHA's jurisdiction during the initial year of assisted occupancy unless the owner has cause or willfully wishes to terminate the lease.

Families **may not** be permitted to move outside the PHA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families **may not** be permitted to move more than once in a 12-month period.

The PHA will deny permission to move if there is insufficient funding for continued assistance. The PHA will deny permission to move to if:

The family has violated a Family Obligation.
The family owes the PHA money.
The family has moved or been issued a Voucher within the last 12 months.

The PHA may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last 120 days, the PHA will issue the voucher to move **after conducting the recertification** interview. *The family MUST attend a moving orientation in order to receive the RFTA.*

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the PHA simultaneously.

Time of Contract Change

A move within the same building or development, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and its territories.

E. OUTGOING PORTABILITY

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the PHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one PHA in the area in which the family has selected a unit, the **family must provide the name and address of the receiving PHA as well as the phone and fax number. If the name of the Portability Officer is available, they must provide that as well.**

Restrictions on Portability

Applicants

If neither the head nor spouse had a domicile (legal residence) in the PHA's jurisdiction at the date of their initial application for assistance, the family **will not** be permitted to exercise portability upon initial issuance of a voucher, unless the PHA approves such move. (NOTE: Legal domicile is defined by local government.)

Upon initial issuance of a voucher the family must be income eligible under the receiving PHA income limits during the initial 12-month period after admission to the program.

Participants

After an applicant has leased up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances:

The receiving and initial PHA agree to allow the move
The lease is terminated between the tenant and owner

The PHA may deny families the right to exercise portability if:
The family is in violation of a family obligation
The family owes money to the PHA
The family has moved out of its assisted unit in violation of the lease

F. INCOMING PORTABILITY

Absorption or Administration

The PHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a “Portable” Voucher by the PHA. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a request for approval of tenancy for an eligible unit to the receiving PHA during the term of the receiving PHA Voucher. The receiving PHA may grant extensions in accordance with this Administrative Plan. However, if the Family decides not to lease up in the PHA’s jurisdiction, they must contact the initial PHA to request an extension.

The PHA may absorb Vouchers if such absorption does not exceed **10 percent** of households assisted.

The PHA will absorb all incoming portable families provided that there is funding available.

When the PHA does not absorb the incoming Voucher, it will administer the Initial PHA’s Voucher and the receiving PHA’s policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA HCV tenant-based program.

The PHA will issue a “Portability Voucher” according to its own Subsidy Standards. If the Family has a change in family composition which would change the Voucher size, the PHA will change to the proper size based on its own Subsidy Standards.

Income and TTP of Incoming Portables

As Receiving PHA, the PHA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the PHA, the family will not be denied assistance unless the family is an applicant (and over the Very-Low Income Limit).

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the PHA's jurisdiction, the PHA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Approval of Tenancy

Families must attend the mandatory moving orientation when the Voucher is issued.

When the Family submits a Request for Tenancy Approval, it will be processed using the PHA's policies. If the Family does not submit a Request for Tenancy Approval or does not execute a lease, the Initial PHA will be notified within **10 business days** by the PHA.

If the Family leases up successfully, the PHA will notify the Initial PHA within **10 business** days, and the billing process will commence.

The PHA will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the Voucher.

If the PHA denies assistance to the family, the PHA will notify the Initial PHA within **10 business days** and the family will be offered a review or hearing.

The PHA will notify the Family of its responsibility to contact the Initial PHA if the Family wishes to move outside the PHA's jurisdiction under continued portability.

Regular Program Functions

The PHA will perform all program functions applicable to the tenant-based program such as:

Annual re-exam of family income and composition
Annual inspection of the unit
Interim Examinations when requested or deemed necessary

Terminations

The PHA will notify the Initial PHA in writing of any termination of assistance within **10 business** days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the PHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial PHA.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial PHA notifies the PHA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, the PHA will terminate assistance to the family.

Required Documents

As Receiving PHA, the PHA will require the following documents from the Initial PHA:

A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

The most recent HUD 50058 form, verifications and **EIV (7/2010 CFR 982.355(c)(4).**

The Portability Form-52665, with Part 1 completed.

Billing Procedures

As Receiving PHA, the PHA will bill the Initial PHA **monthly** for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be **monthly** unless requested otherwise by the Initial PHA.

The PHA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial PHA's rate) and any other HUD-approved fees, for each "Portability" Voucher leased as of the first day of the month.

The PHA will notify the Initial PHA of changes in subsidy amounts and will expect the Initial PHA to notify the PHA of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the PHA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the PHA may be terminated by the PHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the PHA to the owner after the month in which the Contract is terminated. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the contract termination date.

If the family continues to occupy the unit after the HCV contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the PHA for vacancy loss under the provisions of Certificate contracts effective on or after October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may be lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY MOVES

Family termination of the lease must be in accordance with the terms of the lease.

C. TERMINATION BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

Serious or repeated violation of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease

Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by the other residents, or persons residing in immediate vicinity of the premises or any drug related criminal activity on or near the premises

Other good cause

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity:

Regardless of arrest or conviction

Without satisfying the standard of proof used for criminal conviction

Termination of Tenancy Decisions

If the law and regulation permit the owner to take an action but do not require action to be taken, the owner can decide whether to take action. Relevant circumstances include:

The seriousness of the offense
The effect on the community
The extent of participation by household members
The effect on uninvolved household members
The demand for assisted housing by families who will adhere to responsibilities
The effect on the integrity of the program
The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent

Exclusion of culpable household member

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

Consideration of Rehabilitation

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the member:

Is no longer participating
Has successfully completed a supervised drug or alcohol rehab program
Has otherwise been successfully rehabilitated

The owner may require the tenant to submit evidence of any of the above three.

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR.

The owner must provide the tenant and the PHA a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or Local law to commence an eviction action.

Housing Assistance Payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

If the action is finalized in court, the owner must provide the PHA with the documentation, including notice of the lock-out date.

The PHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated.

By endorsing the monthly check from the PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable, and the family is in compliance with the contract.

If the eviction is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY PHA

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter).

The PHA may also terminate the contract if:

The PHA terminates assistance to the family.

The family is required to move from a unit when the unit does not meet the HQ space standards because of an increase in family size (overcrowded unit).

Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice of Termination

When the PHA terminates the HAP contract under the violation of HQ space standards, the PHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.

E. LMHA VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

Recipients of HCV benefits have certain rights under the Violence Against Women Act (VAWA), 42 U.S.C. 1437 *et seq.*

Being a victim of VAWA would not keep the applicant from receiving assistance if they are other wise eligible. The victim does have to comply with submission of required documents and forms.

See full Lorain Metropolitan Housing Authority Policy in the Appendix Section of this Administration Plan.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The PHA may deny or terminate assistance for a family because of the family's action or failure to act. The PHA will provide families with a written description of the Family Obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the PHA's informal hearing procedures. This Chapter describes when the PHA is required to deny or terminate assistance, and the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, the PHA will delay the denial or termination in order to determine if there is an accommodation which would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

Denial for placement on the PHA waiting list

Denying a voucher or withdrawing a voucher

Refusing to enter into a HAP contract or approve a lease

Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

Refusing to enter into a HAP contract or approve a lease

Terminating housing assistance payments under an outstanding HAP contract

Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination

The PHA must deny assistance to applicants, and terminate assistance for participants:

> If any member of the household fails to sign and submit HUD or PHA required consent forms for obtaining information.
>
> If no member of the household is a U.S. citizen or eligible immigrant (Section D).
>
> If the family is under contract and 180 days have elapsed since the PHA's last housing assistance payment was made (see “Contract Terminations” chapter).

The PHA must permanently deny assistance to applicants and terminate the assistance of persons convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

If any member of the household has been evicted from federally assisted housing for a serious violation of the lease, the PHA must deny admission for three (3) years after the eviction occurred.

The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The PHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance

The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

> The family violates any family obligation under the program as listed in 24 CFR 982.551.
>
> Any member of the household has ever been evicted from public housing.
>
> If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
>
> If any member of the household is a convicted sexual offender under the state sex offender registration program.

The Housing Authority may prohibit readmission to the program for a minimum period of three years for a person that has committed fraud in connection with the HCV program or waiting list.

Solely at LMHA's discretion, an individual may enter the HCV program owing LMHA money if LMHA determines the applicant merits another chance to participate in the HCV Program. An applicant owing money must provide documentation to the Housing Authority which the Housing Authority shall use to determine if the applicant merits receiving rental assistance prior to payment of the balance to LMHA. The applicant shall be required to sign a repayment agreement indicating payment on the balance will begin the month following admission into the HCV rental assistance program. Failure to comply with the agreement shall result in immediate termination of HCV rental assistance. (1/03)

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent or other amounts owed by the family under the lease.

The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.

The family has engaged in or threatened abusive or violent behavior toward PHA personnel.

> "Abusive or violent behavior toward PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.
>
> "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
>
> Actual physical abuse or violence will always be cause for termination.

If any member of the family engages in or permits drug-related criminal activity or violent criminal activity, or whose drug or alcohol abuse interferes with the health, safety, or peaceful enjoyment of other residents.

B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of LMHA to fully endorse and implement a policy designed to:

Help create and maintain a safe and drug-free community

Keep our program participants free from threats to their personal and family safety

Support parental efforts to instill values of personal responsibility and hard work

Help maintain an environment where children can live safely, learn and grow up to be productive citizens

Assist families in their vocation/education goals in the pursuit of self-sufficiency

Administration

All screening and termination of assistance procedures will be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, or other legally protected groups.

To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

Screening of Applicants

In an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by the Regulation, the PHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior/activity.

Definitions

Covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

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

Drug-related criminal activity means: (a) the illegal manufacture, sale, distribution of an illegal drug, (b) or use of an illegal drug, (c) or possession of an illegal drug/drug paraphernalia, (d) or possession of a drug with intent to manufacture, sell, distribute or use a drug. Drug related criminal activity by a family member **means *on or off*** the premises not just *on or near. Police records, court documents will be used to constitute preponderance of evidence.*

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. The requirements of part 982 apply to a guest as so defined.

Household means the family including foster-care members and PHA-approved live-in aide.

Other person under the tenant's control for the purposes of "covered person" means that 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 the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member on or off the premises not just on or near**.**

Standard for Violation

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous three months.

“Engaged in or engaging in” violent criminal activity means any act within the past three years by applicants or participants, household members or guests which involved criminal activity that has as one of its elements: the use, attempted use, or threatened use of physical force against the person of another, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

The activity is being engaged in by any family member.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant’s knowledge of the behavior, will be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Drug Related and Violent Criminal Activity

Ineligibility for admission if evicted for drug-related activity

Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the HCV program for a **minimum three-year** period beginning on the date of such eviction.

Applicants will be denied assistance if they have:

> Engaged in drug-related criminal activity or have been arrested, convicted or evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last three years prior to the date of the application interview. They must be cleared of all charges and rights restored for three years before applying for assistance.

Termination of Assistance for Participants for Drug-related or violent criminal activity

Participants will be terminated who have been:

Arrested, convicted, evicted from a unit assisted under any Federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last three years prior to the date of the notice to terminate assistance. Participants terminated for drug-related or violent criminal activity may not reapply to the program for three years from the moment they are cleared of all charges and their rights have been restored to them.

If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, the PHA will terminate assistance.
In appropriate cases, the PHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in

the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

The PHA may also waive the requirement regarding drug-related criminal activity if the person demonstrates successful completion of a credible rehabilitation program approved by the PHA since the most recent occurrence.

Denial of Assistance for Sex Offenders

The PHA will deny admission/participation if any member of the household is a reported sexual offender under a State sex offender registration program. The PHA will compare names to the most current offender list available.

Terminating Assistance for Alcohol Abuse by Household Members

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the PHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

In appropriate cases, the PHA may permit the family to continue assistance if the household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

Notice of Termination of Assistance

In any case where the PHA decides to terminate assistance to the family, the PHA must give family written notice which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right to request an Informal Hearing,

The date by which a request for an informal hearing must be received.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

The PHA will terminate assistance for criminal activity by a household member under this section if the PHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

Confidentiality of Criminal Records

The PHA will ensure that any criminal record received from a law enforcement agency is:

Maintained confidentially;

Not misused or improperly disseminated; and

Destroyed once the purpose (for which the record was requested) has been accomplished, including expiration of the period for filing a challenge to the LMHA action without institution of a challenge or the final disposition of any such challenge or legal litigation. Once LMHA has determined the records are of no further use, LMHA shall note on the "Criminal Record Disposition Form" the date of disposal (shredding), the LMHA employee disposing of the record and the name of the State or Local Agency from which the records were obtained.

Criminal records are to be managed in accordance with the requirements in 24 CFR 5.903(g). Consent forms obtained from applicants expire automatically immediately following the PHAs final decision to either approve or deny admission. If a person is denied admission, the record must be destroyed in a timely manner following the expiration period of the statue of limitations for civil action challenging a denial.

In addition, PHAs must handle any information obtained from other records in accordance with applicable State and Federal privacy laws and with the provision of the consent forms signed by the applicant/family. (01/08)

See Appendix 5 – Policy For Use, Retention and Disposal of Criminal History Information.

C. FAMILY OBLIGATIONS

The family must supply any information that the PHA 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.

The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family.

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

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

The family must notify the owner and, at the same time, notify the PHA before the family moves out of the unit or terminates the lease on notice to the owner.

The family must promptly give the PHA a copy of any owner eviction notice.

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

The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or PHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

The family must not sublease or let the unit.

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

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

The family must not own or have any interest in the unit.

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

The members of the family may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

An assisted family, or members of the family, may not receive HCV tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State, or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The PHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The PHA may also review the family's history and records of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

The PHA may impose, as a condition of continued assistance for other family members, a requirement those family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. The PHA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within 14 business days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach:

The **inspector** will determine if a HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may request and may be approved for an extension to cure HQS breaches by the HCV Manager or Assistant Manager. Requests must be made prior to the date repairs are due.

Lease Violations:

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the PHA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action.

If there are police reports, neighborhood complaints or other third-party information, and the PHA has verified the information.

Nonpayment of rent is considered a serious lease violation when the owner has submitted on a regular basis evidence of his attempt to collect the rent and notification to the tenant for their failure to pay.

Notification of Eviction:

If the family requests assistance to move and they did not notify the PHA of an eviction within 14 business days of receiving the Notice of Lease Termination, the move may be denied.

Proposed Additions to the Family:

The PHA will deny a family's request to add additional family members who are:

Persons who have been evicted from public housing.

Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations.

Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.

Persons who commit drug-related criminal activity or violent criminal activity.

Persons who do not meet the PHA's definition of family.

Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with HCV or public housing assistance under the 1937 Act.

Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.

Family Member Moves Out:

Families are required to notify the PHA if any family member leaves the assisted household. When the family notifies the PHA, they must complete an “out-of-household” affidavit certifying:

The date the family member moved out,

The new address of the family member,

A statement as to whether the member is temporarily or permanently absent.

Limitation on Profit-making Activity in Unit:

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation**.**

If the PHA determines that the business is not legal, it will be considered a program violation**.**

Interest in Unit:

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

Fraud:

In each case, the PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, see Section below**.**

D. PROCEDURES FOR NON-CITIZENS

Denial or Termination Due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U. S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When the PHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the PHA will give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

The PHA will then verify eligible status, deny, terminate, or prorate as applicable.

The PHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. ZERO ($-0-) ASSISTANCE TENANCIES

The family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA will resume assistance payments for the family.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family **executes a Repayment Agreement and makes payments in accordance with the agreement, or reimburses the PHA in full.**

G. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family intentionally, willingly, and/or knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

In making this determination, the PHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment or to supply information required by a deadline, without notifying the PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

Eligibility for Admissions

Verification Procedures

Certificate/Voucher Issuance and Briefings

Housing Quality Standards and Inspections

Recertifications

Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

Medical emergency

Family emergency

Procedure when Appointments are Missed or Information is not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

The termination may be rescinded after the family cures the breach.

The notice may be rescinded if the family offers to cure and the family does not have a history of noncompliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the PHA to recruit owners to participate in the voucher program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The PHA **will** disapprove the owner for the following reasons **but has the discretion to consider all of the circumstances in each case, including the seriousness of the case**:

HUD or **other agency directly related** has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the PHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA may waive this restriction if proven the arrangement is necessary as a reasonable accommodation for a family member who is a person with a disability.

In cases where the owner and tenant bear the same last name, the PHA may, at its discretion, require the family and/or owner to certify whether they are related to each other in any way.

The owner has violated obligations under a housing assistance payment's contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

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

The owner is a convicted sexual offender under the state sex offender registration program.

The owner has a history or practice of noncompliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based HCV assistance or leased under any other federal housing program.

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

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under HCV or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

Is drug-related criminal activity or violent criminal activity.

The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the PHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The PHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

C. CHANGE IN OWNERSHIP

The current owner (seller) must notify the PHA advising the anticipated sale of a property.

When there is a purchase agreement, and settlement looks promising, the seller must contact PHA and advise the new owner to contact the PHA also.

The PHA will process a change of ownership only upon the request of the new owner and only if accompanied by a copy of the document showing the purchase agreement, transfer of title, or recorded deed. The new owner must also provide Social Security number or Federal ID for tax reporting.

Upon approval of the documents, the PHA will prepare a contract assignment for the balance of the existing term of the HAP Contract. When the Contract term is due to expire, the new owner will be given opportunity to enter into a new lease and contract. The family may elect to enter into the new lease, or move to another unit.

Change in Ownership due to death (eff 1/12)

The HA will pay HAP up to 60 days from the date of the notice if the HA has not received notice of a new landlord. After 60 days, the HAP will stop.

After 180 days of no HAP payment, the contract will terminate. If the family moves before 180 days, the HAP will terminate. If we receive documentation showing proof of ownership, the HA will assign the HAP contract to the new owner and release payment once the Contract Assignment is executed.

Chapter 17

OWNER OR FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Civil suits

Repayment agreements

Abatements

Reductions in HAP to owners

Collection agencies

Credit bureaus

Income Tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The PHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the PHA.

A family who has been terminated from a program of the PHA may enter into a repayment agreement, but will not be eligible for application of future assistance until the debt is paid in full unless:

The debt has had no activity regardless of amount in the last 7 years

Per Legal Counsel 9/21/99 (re bankruptcy write-offs): Merely because the HCV debt has been written off, the person is not cleared to participate in a HCV program in the future. Obviously, they have violated the terms and conditions of the HCV program, and LMHA has the right to deny HCV participation of that person. The participant may very well sign a reaffirmation agreement which would reaffirm the debt and set up some type of payment obligations.

Repayment Schedule for Monies Owed to the PHA (6/16/04)

If a repayment agreement is offered, the agreement shall adhere to the following schedule of payment:

$ 1.00	to	$ 300.00	up to 4 months
$ 301.00	to	$ 500.00	up to 6 months
$ 501.00	to	$ 800.00	up to 9 months
$ 801.00	to	$1000.00	up to 12 months
$1001.00	to	$1500.00	up to 15 months
$1501.00	to	$2000.00	up to 18 months
$2001.00	to	$2500.00	up to 24 months

Any deviation from the above schedule must be approved by the HCV Manager, along with securing the approval of either the Director or Assistant Director. Please note*: "up to" does not mean that the maximum number of months must be given.* The above referenced repayment schedule will be used for all overpayments resulting from non-disclosed income, whether it is disclosed to LMHA under the UIV system or LMHA is able to detect unreported income.

Circumstances in which the PHA would terminate assistance and not enter into an agreement are:

The family has caused 3 previous agreements by failure to report.
The PHA determines that the family committed program fraud.
The PHA determines that the debt amount is larger than can be paid back within the required timeframe**.**

B. DEBTS DUE TO MISREPRESENTATIONS (FRAUD) OR NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of HCV program funds in violation of HCV program requirements.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Repayment Agreement Section of this Chapter.

More than three occurrences will be considered repetitive violation and cause for termination.

Program Fraud

Families who owe money to the PHA, due to program fraud, will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter. Termination may occur depending on circumstances such as length of time, amount owed, willful intent.

When a person who owes the PHA money is terminated from the Housing Choice Voucher Program the following steps will be taken:

> If the debt is between $1 to $4000, monthly statements will be sent as long as the PHA has a current address and regular payments have been made.
>
> If the debt is between $5000 and $9999, statements will be sent as long as the PHA has a current address and regular payments have been made.
>
> All debts over $2500.00 will be reported to a Credit Bureau.
>
> Debts over $5000.00 will be sent to LMHA Legal Counsel to determine means of pursuing collection.
>
> Debts over $10,000 will be sent to the HUD Inspector General’s Office.

Also see LMHA EIV policy under Program Integrity Chapter.

When a debt is referred to LMHA Legal Counsel or the HUD IG Office:

A memo will be put in the file showing to whom and the date the pertinent information was sent, as well as the LMHA personnel who completed the process

The file will be maintained in a special drawer marked “Legal”

After 12 months, a reminder letter will be sent to Legal or HUD IG to ascertain their status, if the PHA has not received any prior information

C. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

The PHA does not have an established minimum rent

D. GUIDELINES FOR REPAYMENT AGREEMENTS

Repayment Agreements will be executed between the PHA and the head of household, spouse and co-head. Other adults may also be held responsible if they were part of the cause of the repayment agreement.

LMHA will send monthly statements showing the amount due and payable at the LMHA-DESIGNATED bank (currently Lorain National Bank). All payments must be received no later than the 8th of the month for accounts to be considered current.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice by the family. The family must provide verification of the hardship and receive approval of the HCV Manager or LMHA executive.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Repayment Agreement is current:

Family size exceeds the HQS maximum occupancy standards.

The HAP contract is terminated due to owner noncompliance.

A natural disaster.

Additional Monies Owed

If the family has a Repayment Agreement in place and incurs an additional debt to the PHA:

The PHA will not enter into more than three Repayment Agreements with the same family. A fourth occurrence will be cause for termination from the program for repeated violation of family obligations.

Additional amounts owed by the family will be added to the existing repayment agreement and the family will be required to sign a new repayment agreement in accordance with the Repayment Agreement Section of this Chapter.

If a Repayment Agreement is in arrears more than sixty (60) days, any new debts must be paid in full.

Late Payments

A payment will be considered to be in arrears if:

The payment is not received by the close of the business day seven (7) days after the due date. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, and the family has not contacted or made arrangements with the PHA, the PHA will:

Require the family to pay the balance in full;

Pursue civil collection of the balance due;

Terminate the housing assistance;

Grant an extension of no more than thirty (30) days.

If the family requests a move to another unit and has a repayment agreement in place:

The family will be required to pay the balance in full prior to the issuance of a voucher.

If the family must move through no fault of their own (owner is forcing move), a voucher may be offered to locate another unit if all payments are current.

E. OWNER DEBTS TO THE PHA

If the PHA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the PHA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the PHA will:

Require the owner to pay the amount in full within 30 days.

Pursue collections through the local court system.

Restrict the owner from future participation.

F. WRITING OFF DEBTS

Debts will be written off if:

The debtor is deceased.

The amount is less than $100.00.

A determination is made that the debtor is judgment proof.

The debtor is no longer a participant in a LMHA program and the debt is more than 60 days in arrears.

Files in which the family owes money will be put in a seven (7) year holding pattern. If a participant attempts to re-enter the program during the seven years, they will have to pay the debt.

Chapter 18

COMPLAINTS AND APPEALS

INTRODUCTION

The Informal Hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, Informal Reviews and Hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA **may** require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone. All complaints will be referred to the HCV department to arrange meetings, informal hearings, informal reviews, special inspections, investigations.

Categories of Complaints

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

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

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

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

B. PREFERENCE DENIALS

When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting (not an Informal Review or Hearing) with PHA staff (person who made the decision or any other PHA representative may conduct the meeting) to discuss the reasons for the denial and to dispute the PHA's decision.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an Informal Hearing.

When the PHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review, and

The time limit for requesting a review.

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

Listing on the PHA's waiting list

Issuance of a Voucher

Participation in the program

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

Discretionary administrative determinations by the PHA

General policy issues or class grievances

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

Refusal to extend or suspend a Voucher

PHA determination not to grant approval of tenancy

Determination that unit is not in compliance with HQS

Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received **in writing** by the close of the business day, no later than **10 business** days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within **10 business** days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

Any person or persons designated by the PHA Executive Director, other than a person who made or approved the decision under review or a subordinate of this person.

The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant may be given a copy of the criminal record upon which the decision to deny was based.

A Notice of the Review findings will be provided in writing to the applicant within **ten** to fifteen days after the review. It will include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES

The PHA will provide a copy of the hearing procedures in the family briefing packet.

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations which will include:

The proposed action or decision of the PHA;

The date the proposed action or decision will take place;

The family's right to an explanation of the basis for the PHA's decision;

The procedures for requesting a hearing if the family disputes the action or decision; and

The time limit for requesting the hearing.

The PHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following PHA determinations:

Determination of the family's annual or adjusted income and the computation of the housing assistance payment

Appropriate utility allowance used from schedule

Family unit size determination under PHA subsidy standards

Family breach of HQS that is a family obligation determination

Determination that family is under occupied in their current unit and a request for exception is denied

Determination to terminate assistance for any reason

Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account

Determination to terminate based on a criminal activity as shown by a criminal record

The PHA must always provide the opportunity for an Informal Hearing before termination of assistance.

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

Discretionary administrative determinations by the PHA

General policy issues or class grievances

Establishment of the PHA schedule of utility allowances for families in the program

A PHA determination not to approve an extension or suspension of a voucher term

A PHA determination not to approve a unit or lease
A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)

A PHA determination that the unit is not in accordance with HQS because of the family size

A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the PHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing will be scheduled within **10 business days**. The notification of hearing will contain:

The date, time, and location of the hearing.

The family's right to bring evidence, witnesses, legal or other representation at the family's expense.

The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.

The right to have a copy of any criminal record used in the determination

The PHA's Hearing Procedures

After a hearing date is scheduled, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family will not be rescheduled unless the family can show "good cause."

Families have the right to:

Present written or oral objections to the PHA's determination;

Examine the documents in the file which are the basis for the PHA’s action, and all documents submitted to the Hearing Officer;

Request copies of any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family. The family has the right to have these documents prior to the informal

hearing should they request such. The PHA has the right to assess the family a per copy charge. In no case will the family be allowed to remove the file from the PHA's office.

If family/landlord is more than 15 minutes late for the scheduled appointment, the hearing will be ruled in favor of the PHA. No further hearing will be granted.

In addition to other rights contained in this Chapter, the PHA has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The Informal Hearing will be conducted by the Hearing Officer appointed by the PHA who is neither the person who made nor approved the decision, nor a subordinate of that person. The PHA Executive Director appoints a LMHA employee from a department other than HCV as the hearing officer.

The hearing will concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing, if requested by the other party. "Documents" includes records and regulations.

The hearing officer will tape the proceedings and swear in all persons testifying or submitting information at the hearing. The tape is used for assistance in preparing the final decision and would be used for further legal proceedings.

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

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the PHA will take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings will be provided in writing to the HCV Manager and the family within 15 – 20 **business** days and will include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed; and

The date the decision goes into effect.

The PHA is not bound by hearing decisions:

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

Which conflict with or contradict HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

The PHA will send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within **ten business** days. The letter will include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

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

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the PHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA, either in lieu of or subsequent to the INS appeal.

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

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

Deny the applicant family,

Defer termination if the family is a participant and qualifies for deferral, or

Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/ PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Examples of mitigating circumstances are:

a) A person with a cognitive disorder may not have understood the requirement to report increases in income,

b) A person may not understand the need to make regular repayments on a promissory note,

c) Minor criminal records for public drunkenness may be due to medication,

d) Prior incarcerations for being disorderly may be emotional disorder.

Chapter 19

SPECIAL HOUSING TYPES

INTRODUCTION

The PHA permits the use of Manufactured Home Space in its program. Other special housing will only be permitted when requested and needed as a reasonable accommodation for persons with disabilities**.** The PHA will not set aside any program funding for special housing types.

The PHA has not found a demand for Single Room Occupancy, Congregate Housing, Group Home, Shared Housing or Cooperative Housing in the PHA jurisdiction.

Verification of Need for Reasonable Accommodation

Acceptable documentation as verification of the need for reasonable accommodation would be a written letter to the PHA describing how the special housing type requested provides the accommodation of which the person is in need from one or more knowledgeable professionals who are familiar with the applicant/participant and/or the type of special housing requested. The request and documentation will be reviewed and a written response stating approval or disapproval will be sent to the applicant/participant within 10 days of receipt of the request.

A copy of the PHA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

A. MANUFACTURED HOMES

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will provide assistance for a family that owns the manufactured home and leases only the space if it meets the regulations.

The PHA may approve a live-in aide to reside with a family to care for a person with disabilities if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

A manufactured home must meet all the HQS requirements outlined in the “Housing Quality Standards and Inspections” chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

> A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
>
> A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA. The PHA will not approve a lease until the PHA has determined that the initial rent to owner for the space is reasonable rent. The PHA will redetermine that the rent is reasonable annually.

The PHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home space.

The Payment Standard used for a manufactured home space is established by using the % of the 2 BR FMR published by HUD. (Currently 40%)

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is 40 percent (effective 10/1/99) of the published FMR for a two-bedroom unit.

During the term of a Voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

The payment standard minus the TTP, or the space rent paid minus the TTP.

The space rent is the sum of the following as determined by the PHA:

Rent to owner for the manufactured home space
Owner maintenance and management charges for the space
The utility allowance for tenant paid utilities

The PHA uses its standard utility allowance schedule for manufactured home space rental. Allowances for hook-up charges do not apply to a family that leases a manufacture home.

B. SINGLE ROOM OCCUPANCY

It has not been determined that there is a demand for SROs in the PHA's jurisdiction, therefore, a single person may not reside in an SRO housing unit.

A separate lease and HAP contract for each assisted person residing in a SRO is required. The SRO payment standard is 75 percent of the zero bedroom payment standard schedule. For a person residing in an exception area, the payment standard is 75 percent of the HUD approved zero bedroom exception payment standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

The PHA must ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR.

C. CONGREGATE HOUSING

A demand for Congregate Housing has not been proven in the PHA jurisdiction. An elderly person or a person with disabilities may reside in a congregate housing unit. The PHA may approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

For congregate housing there will be a separate lease and HAP contract for each assisted family. Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on the PHA payment standard schedule. However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one-bedroom payment standard amount.

A live-in aide will be counted in determining the family unit size.

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the HQS for congregate housing as regulated in 24 CFR.

D. GROUP HOMES

A group home must be licensed, certified, or otherwise approved in writing by the State or the State's licensing department. An elderly person or a person with disabilities may reside in a State-approved group home. A live-in aide may be approved to reside with a person with disabilities as a reasonable accommodation.

The PHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve (12) persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

There will be a separate HAP Contract and lease for each assisted person living in a group home. For a group home, the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in aide.

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home. Reasonable rent is determined in accordance with 24 CFR. In determining reasonable rent, the PHA will consider whether sanitary facilities and facilities for food preparation and service are common facilities or private.
Unless there is a live-in aide, the family unit size is zero bedroom. If there is a live-in aide, s/he will be counted in determining the family unit size. The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size.

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

The PHA will ensure compliance with HQS as regulated in 24 CFR.

E. SHARED HOUSING

A demand for Shared Housing has not been proven in the PHA jurisdiction, therefore a family may not reside in shared housing.

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment. The PHA may approve a live-in aide to reside with a family in order to care for a person with a disability as a reasonable accommodation.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit. A resident owner may enter into a HAP contract with the PHA. However, housing assistance may not be paid on behalf of the owner. The PHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

For shared housing, the term “pro-rata portion” means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the ratio would be 3/5. The rent to the owner for the family may not exceed the pro rata portion of the reasonable rent for the shared housing dwelling. The reasonable rent must be in accordance with the guidelines set in the “Owner Rents, Rent Reasonableness, and Payment Standards” chapter.

For a family that resides in a shared housing unit, the payment standard is the lower of the payment standard amount on the PHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard for the shared housing unit size. If the PHA approves a live-in aide, the live-in aide will be counted in determining the family unit size.

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

The PHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR.

F. COOPERATIVE HOUSING

A demand for cooperative housing has not been proven in the PHA jurisdiction. The PHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The PHA will not approve assistance for a family in cooperative housing until the PHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative's debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus utilities.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to HCV limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness and Payment Standards" chapter. The PHA will ensure that all cooperative housing units are in compliance with HQS regulated by 24 CFR.

The PHA may approve a live-in aide to reside with the family to care for a person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by a person with disabilities. If the PHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

G. HOMEOWNERSHIP

See Homeownership Addendum

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

ACC Annual Contributions Contract

BR Bedroom

CDBG Community Development Block Grant

CFR Code of Federal Regulations. Commonly referred to as "the regulations."

CPI Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.

CR Contract Rent

ELI Extremely Low Income

EIV **Enterprise Income Verification**

FDIC Federal Deposit Insurance Corporation

FHA Federal Housing Administration

FICA Federal Insurance Contributions Act - Social Security taxes

FmHA Farmers Home Administration

FMR Fair Market Rent

FY Fiscal Year

FYE Fiscal Year End

GAO Government Accounting Office

GFC Gross Family Contribution – Has been replaced by the term Total Tenant Payment (TTP)

GR Gross Rent

HAP Housing Assistance Payment

ELI Extremely Low Income

FDIC Federal Deposit Insurance Corporation

FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution – Replaced by Total Tenant Payment (TTP)
GR	Gross Rent
HAP	Housing Assistance Payment
PHA Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, and rent calculations
HV	Housing Voucher
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency

PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFTA	Request for Tenancy Approval (previously RLA or RFLA)
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

ABSORPTION. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADA. American with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the HCV Certificate and Voucher program. The Administrative Plan and any revisions must be approved by the PHA's Board and a copy submitted to HUD.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

AREA EXCEPTION RENTS. Rent based on HUD-approved payment standard amount that is higher than the basic range for a designated part of the fair market rent area ("exception area").

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or HCV assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and a Co-head is never a Dependent.)

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

COOPERATIVE. A dwelling unit owned and/or share by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT (See 24 CFR)

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

DISABLED PERSON. A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).

A person who has a physical, mental, or emotional impairment that:

Is expected to be of long-continued and indefinite duration;
Substantially impedes his or her ability to live independently; and
Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. 6001(7)].

DISABLED FAMILY. A family where the head or spouse meets any of the above criteria for disabled person.

DISPLACED PERSON/FAMILY. A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

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

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 U.S.C. 802).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act 21 U.S.C. 802).

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age – may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which is not reimbursable from any other source.

EXTREMELY LOW INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the ***Federal Register*.**

FAMILY. "Family" includes but is not limited to:

A family with or without children (the temporary absence [90 days] of a child from the home due to placement in foster care shall not be considered in determining family composition and family size)

An elderly family;

A displaced family

The remaining member of a tenant family

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

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

> The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
>
> The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY RENT TO OWNER. In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The size of the Voucher issued to the family based on the PHA's subsidy standards.

FMR/EXCEPTION RENT LIMIT. In the voucher program the PHA may adopt a payment standard up to the FMR/exception rent limit.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is 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.

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Rent to Owner plus the utility allowance.

GROUP HOME. A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

HAP CONTRACT. (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the HCV Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements for the HCV programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed $5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of State law, or

By operation of State law providing specifically for housing authorities for Indians.

INITIAL PHA. In portability, the term refers to both:

A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION. The area in which the PHA has authority under State and local law to administer the program.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

LEASE ADDENDUM. See Tenancy Addendum.

LIVE-IN AIDE. A person who resides with an elderly or disabled person and who:

Is determined to be essential to the care and well-being of the person

Is not obligated for the support of the person

Would not be living in the unit except to provide necessary supportive services

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MANUFACTURED HOME. A manufactured structure that is on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 to 982.621.

MANUFACTURED HOME SPACE. In manufactured home space rental: A space **leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624.**

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in a FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a HCV Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly or disabled Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3).

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

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.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT. A family that has been admitted to the PHA's voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

PAYMENT STANDARD. The maximum subsidy payment for a family (before deducting the family contribution). The PHA sets a payment standard in the range from 90 - 110 percent of the current FMR/exception rent limit.

PERSONS WITH DISABILITIES. Individuals with any condition or characteristic that renders a person an individual with a handicap as defined in 24 CFR 8.2.

PHA PLAN. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

PORTABILITY. Renting a dwelling unit with HCV tenant-based assistance outside the jurisdiction of the initial PHA.

PREMISES. The building or complex in which the dwelling unit is located, including common areas and grounds.

PRIVATE SPACE. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

PROGRAM. The HCV tenant-based assistance program under this part.

PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). Any state, county, municipality, or other governmental entity or public body authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortium of housing agencies, each of which meets the qualifications of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

> Any other public or private non-profit entity that was administering a HCV tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or PHA) on October 21, 1998; or
>
> For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a certificate or voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

RESIDENCY PREFERENCE AREA. The specified area where families must reside to qualify for a residency preference.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving HCV housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving HCV assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

RESPONSIBLE ENTITY. For the public housing and HCV tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other HCV programs, the responsible entity means the HCV owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the HCV Housing Assistance Payments Program pursuant to HCV of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARD. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a Request for Tenancy Approval to lease a unit until the time the owner decides not to enter into an initial lease with the tenant. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

TENANCY ADDENDUM. In the lease between the tenant and the owner, the lease language required by HUD.

TENANT. The person or persons who executes the lease as lessee of the dwelling unit (cannot be a live-in aide).

TENANT RENT. The amount payable monthly by the family as rent to the unit owner.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. 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.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN . Families where the Head, Spouse or Co-Head is a veteran who served in the active military or naval service of the United States, including families of deceased veterans or deceased persons who were so serving at the time of death. (See Ch. 4)

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER HOLDER. A family holding a voucher with an unexpired term.

VOUCHER PROGRAM. The Housing Choice Voucher Program (Enhanced Voucher).

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WAITING LIST ADMISSION. An admission from the PHA waiting list.

WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families.

C. GLOSSARY OF TERMS USED IN THE NON-CITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NON-CITIZEN. A person who is neither a citizen nor nation of the United States.

PHA. A housing authority--either a public housing agency or an Indian housing authority or both.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or “co-heads.” “Co-head” is a term recognized by some HUD programs, but not by public and Indian housing programs.

FRAUD/PROGRAM INTEGRITY ADDENDUM

INTRODUCTION:

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

Lorain Metropolitan Housing Authority Fraud Policy:

Lorain Metropolitan Housing Authority (LMHA) is committed to protecting the integrity of its housing and subsidy programs and ensuring that benefits are received only by eligible families and participating owners in accordance with all applicable state and federal laws. As such, LMHA is dedicated to the strict enforcement of program requirements, and will take appropriate action in response to fraudulent activity and/or abuse of LMHA programs by participants, tenants, and/or owners.

Fraud and/or abuse refers to false statements, omissions, concealments of substantive fact, or other actions made with the intent to deceive, which results in the conferment of a benefit for which the perpetrator, absent the fraud or abuse, would not otherwise be eligible. Examples of fraud include but are not limited to the following: intentional misrepresentation of income, assets, or family composition by a tenant or participant or the collection of housing assistance payments by an owner for units not occupied by program participants.

Upon LMHA learning of an alleged fraud and/or abuse by a participant, tenant, and/or owner, the Executive Director or his designee will investigate and take appropriate action depending upon the particular circumstances involved and the nature and extent of the fraud or abuse. Such action includes, without limitation, terminating program assistance or subsidy, instituting eviction proceedings, informing the appropriate authorities of the fraud and/or program abuse and pursuing criminal charges related thereto, and/or instituting civil litigation for an award of damages suffered by LMHA as a result of the fraud or abuse. The advice of legal counsel may be sought in investigating and/or responding to an allegation of fraud or abuse.
(Adopted by LMHA Board of Commissioners, 12/13/06, Resolution #9572)

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips:
The PHA will follow up on referrals received by mail, by telephone, or in person from other agencies, companies, or persons alleging that a family is in noncompliance with or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review:
A follow-up will be made if the PHA staff discovers (as a function of a certification or recertification, an interim determination, or a quality control review) information or facts that conflict with previous file data, the PHA's knowledge of the family, or statements made by the family.

Verification of Documentation:
A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the family's file (such as public record information or reports from credit bureaus or other agencies).

B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) **will be furnished and explained to all applicants** to promote an understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

Program Orientation Session. **Mandatory orientation sessions will be conducted by the PHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the end of the briefing session, each family is interviewed by LMHA staff to personalize the questions and needs of that family.**

Resident Counseling. **The PHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.**

Review and Explanation of Forms. **Staff will explain all required forms and review the contents of all certification and recertification documents prior to signature.**

Use of Instructive Signs and Warnings. **Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.**

Participant Certification. **All adult family members will be required to sign the appropriate forms at each decertification, along with one that reads: "I must report in writing within 7 days any changes in my household income or family composition."**

C. STEPS THE PHAS WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. **Prior to initial certification, and at the completion of all subsequent recertifications, at least 3% of the participants' files will be reviewed. Such reviews shall include, but are not limited to:**

Assurance that verification of all income and deductions is present

Changes in reported Social Security Numbers or dates of birth

Authenticity of file documents

Ratio between reported income and expenditures

Review of signatures for consistency with previously signed file documents

All forms are correctly dated and signed

Observation. **The PHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.**

Observations will be documented in the family's file and a meeting scheduled to discuss the possible abuse or fraud.

Public Record Bulletins **may be reviewed by Management and Staff.**

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. **Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:**

When an allegation is received by the PHA wherein unreported income sources are disclosed;

When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA Staff will encourage all participating families to report suspected abuse to the HCV office or any other LMHA employee. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints, and tips will be carefully evaluated in order to determine if they warrant follow-up. The PHA will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

> **If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.**

It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. **If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with the file data, and the fact(s) are independently verifiable, the PHA will initiate an investigation to determine if the allegation is true or false.**

E. OVERPAYMENT TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the PHA may terminate the Contract and arrange for restitution to the PHA and/or family as appropriate.

The PHA will make every effort to recover any overpayment made as a result of landlord fraud or abuse. Payment otherwise due to the owner may be debited in order to repay the PHA or the tenant, as applicable.

F. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the PHA determines that an allegation or referral warrants follow-up, the PHA designated person(s) to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. The PHA will use signed authorizations by the program participant for the release of information.

Credit Bureau Inquiries. **In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the unreported income of the family.**

Verification of Credit. **In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.**

Employers and Ex-Employers. **Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.**

Neighbors/Witnesses. **Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.**

Other Agencies. **Investigators, case workers or representatives of other benefit agencies may be contacted.**

Public Records. **If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, and postal records.**

Interviews with Head of Household or Family Members. **The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.**

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will be kept in the participant's file. Such cases under review will not be discussed among PHA staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, it will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

The type of violation (procedural, non-compliance, fraud)

Whether the violation was intentional or not

What amount of money, if any, is owed by the family

If the family is eligible for continued occupancy

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, **the PHA will propose the most appropriate remedy based upon the type and severity of the violation.**

1. Procedural Non-compliance. This category applies when the family "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive assistance payment owed by the family.

Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment

Failure to return verification in time period specified

Warning Notice to the Family: **In such cases a notice will be sent to the family which contains the following:**

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.

The consequences of repeated (similar) violations.

2. Procedural Non-compliance - Overpaid Assistance. When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Overpayment of Assistance. **This Notice will contain the following:**

A description of the violation and the date(s)

Any amount owed to the PHA

A 10-day response period

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

(a) Participant Fails to Comply with PHA's Notice.

If the Participant fails to comply with the PHA's notice, and a family obligation has been violated, the PHA will initiate termination of assistance.

(b) Participant Complies with PHA's Notice.

When a family complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will note the discussion in the file.

3. Intentional Misrepresentations. When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, **the PHA will evaluate whether or not:**

the participant had knowledge that his/her actions were wrong;

the participant willfully violated the family obligations or the law

Knowledge that the action or inaction was wrong. **This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification and Personal Declaration are adequate to establish knowledge of wrong-doing.**

The participant willfully violated the law. **Any of the following circumstances will be considered adequate to demonstrate willful intent:**

An admission by the participant of the misrepresentation

The act was done repeatedly

A false name or Social Security Number was used

There were admissions to others of the illegal action or omission

The participant omitted material facts which were known to him/her (e.g., employment of self or other household member)

The participant falsified, forged or altered documents

The participant uttered and certified to statements an interim determination which were later independently verified to be false

4. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentation involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution: **If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA may:**

Refer the case to the PHA Legal Counsel, District Attorney, and/or HUD's RIGI, and terminate rental assistance

(b) Administrative Remedies: **The PHA may:**

Terminate assistance and demand payment of restitution in full;

Terminate assistance and execute an administrative repayment agreement in accordance with the PHA's Repayment Policy;

Terminate assistance and pursue restitution through civil litigation;

Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the PHA's repayment policy

5. Determining Course of Action. Prior to the final determination of the proposed action, the PHA will consider:

The duration of the violation and number of false statements

The family's ability to understand the rules

The family's willingness to cooperate, and to accept responsibility for his/her actions

The amount of money involved

The family's past history

Whether or not criminal intent has been established

6. Notification to Participant of Proposed Action. The PHA will notify the family by mail of the final determination and offer an Informal Hearing opportunity.

Lorain Metropolitan Housing Authority
Homeownership Assistance Program

Addendum I to Housing Choice Voucher Rental Program Administrative Plan

The Lorain Metropolitan Housing Authority (LMHA) hereby establishes a Housing Choice Voucher Tenant-based Homeownership Option Program in Lorain, Ohio, pursuant to the U.S. Department of Housing and Urban Development's (HUD) final rule dated October 12, 2000, revised November 18, 2002 and by Section 8 (y) Homeownership Option of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998. Section 8 (y) authorizes Section 8 tenant-based assistance for an eligible family that occupies a home purchased and owned by members of the family or to receive a single grant to be used towards the down-payment required in connection to the purchase of a home.

HOMEOWNERSHIP OPTION:

GENERAL **[**24 CFR 982.625]

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

(b) A family assisted under the homeownership option may be a newly admitted or existing participant in the program.

(c) *Forms of homeownership assistance.*

1. A PHA may provide one of two forms of homeownership assistance for a family:
   (i)Monthly homeownership assistance payments; or
   (ii) **A single down payment assistance grant (this is not available yet pending notification from HUD regarding availability of funds).**
2. Prohibition against combining forms of homeownership assistance. A family may only receive one form of homeownership assistance. Accordingly, a family that includes a person who was an adult member of a family that previously received either of the two forms of homeownership assistance may not receive the other form of homeownership assistance from any PHA.

(d) *PHA choice to offer homeownership options.*

1. The PHA may choose to offer either or both forms of homeownership assistance under this subpart, or choose not to offer either form of assistance. However, the PHA must offer either form of homeownership assistance if necessary as a reasonable accommodation for a person with disabilities in accordance with ' 982.601(b) (3).
2. It is the sole responsibility of the PHA to determine whether it is

reasonable to implement a homeownership program as a reasonable accommodation. The PHA will determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

(e) *Family choice.*

1. The family chooses whether to participate in the homeownership option if offered by the PHA.
2. If the PHA offers both forms of homeownership assistance, the family chooses which form of homeownership assistance to receive.

(f) The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with part 8 of this title. (See ' 982.316 concerning occupancy by a live-in aide.)

It is the policy of this PHA to be eligible to request a reasonable accommodation; the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

- **A physical or mental impairment that substantially limits one or more of the major life activities of an individual;**
- **A record of such impairment; or**
- **Being regarded as having such an impairment**

(g) The PHA must have the capacity to operate a successful Housing Choice Voucher homeownership program. The PHA has the required capacity if it satisfies paragraph (d) 1, (d) 2, or (d) 3 of this section.

1. The PHA establishes a minimum homeowner down payment requirement of at least 3 percent of the purchase price for participation in the Section 8 home ownership program, and requires that at least one percent of the purchase price comes from the family=s personal resources;
2. The PHA requires that financing for purchase of a home under its Section 8 homeownership program:
   (i) Be provided, insured, or guaranteed by the State or Federal government;
   (ii) Comply with secondary mortgage market underwriting requirements; or
   (iii)Comply with generally accepted private sector underwriting standards; or
3. The PHA otherwise demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 homeownership program.

(h) *Recapture of homeownership assistance.* A PHA shall not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of a home purchased with assistance under the homeownership option.

(i) *Applicable requirements.* The following specify what regulatory provisions (under the

heading Ahomeownership option@) are applicable to either or both forms of homeownership assistance (except as otherwise specifically provided):

1. *Common provisions.* The following provisions apply to both forms of homeownership assistance:
   (i) Section 982.625 (General);
   (ii) Section 982.626 (Initial requirements);
   (iii) Section 982.627 (Eligibility requirements for families);
   (iv) Section 982.628 (Eligible units);
   (v) Section 982.629 (Additional PHA requirements for family search and
   purchase);
   (vi) Section 982.630 (Homeownership counseling);
   (vi) Section 982.631 (Home inspections, contract of sale, and PHA disapproval of seller);
   (viii) Section 982.632 (Financing purchase of home; affordability of purchase);
   (ix)Section 982.636 (Portability);
   (x)Section 982.638 (Denial or termination of assistance for family); and
   (xi)Section 982.641 (Applicability of other requirements).
2. *Monthly homeownership assistance payments.* The following provisions only apply to homeownership assistance in the form of monthly homeownership assistance payments:
   (i) Section 982.633 (Continued assistance requirements; family obligations);
   (ii) Section 982.634 (Maximum term of homeownership assistance);
   (iii) Section 982.635 (Amount and distribution of monthly homeownership
   assistance payment);
   (iv) Section 982.637 (Move with continued tenant-based assistance); and
   (v) Section 982.639 (Administrative fees).
3. *Down payment assistance grant.* The following provision only applies to homeownership assistance in the form of a down payment assistance grant: (Down payment assistance grants).

<u>INITIAL</u> <u>REQUIREMENTS</u> [24 CFR 982.626]

(a) *List of initial requirements.* Before commencing homeownership assistance for a family, the PHA must determine that all of the following initial requirements have been satisfied:

1. The family is qualified to receive homeownership assistance (see '982.627);
2. The unit is eligible (see '982.628); and
3. The family has satisfactorily completed the PHA program of required pre-assistance homeownership counseling (see '982.630).

(b) *Additional PHA requirements.* Unless otherwise provided in this part, the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a

family. Any such limits or additional requirements must be described in the PHA administrative plan.

It is the policy of this PHA to offer the homeownership assistance option on a first come first served basis. This HA reserves the option to limit the number of participants on the homeownership assistance option as it sees fit.

Applicants for the homeownership program are not required to participate in this PHA's Family Self-Sufficiency Program (FSS). However, in the event the HA exercises the option to limit the number of participants for the homeownership assistance option, FSS participants and graduates who successfully complete the program and continue to be eligible for the Housing Choice Voucher Rental Program will be given preference.

In order to be eligible for assistance under the homeownership option, the family must have personal resources totaling $2,500.00 and be able to provide documentation of such. HCV FSS escrow funds or gifts are acceptable as personal resources.

The participant will also be advised to set aside a maintenance and major repair and replacement amount of at least $25.00 each per month and that amount will be included in the participants' homeownership expenses.

The participant must have been on LMHA's Housing Choice Voucher rental assistance for no less than one year and have completed an initial lease term (the Family termination of the lease must be in accordance with the terms of the lease) and have a current lease in good standing; or meet the definition of a Displaced Person as stated in the HCV Administrative Policy (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.).

The participant must agree to participate in the required Homeownership Counseling.

Participants in the Housing Choice Voucher Rental Program shall be ineligible for participation in the Housing Choice Voucher Homeownership program in the event any debt or portion of a debt remains owed to Lorain Metropolitan Housing Authority or any other Housing Authority. Nothing in this provision will preclude Housing Choice Voucher participants that have fully repaid such debt(s) from participating in the Housing Choice Voucher Homeownership program.

(c) *Environmental requirements.* The PHA is responsible for complying with the authorities listed in '58.6 of this title requiring the purchaser to obtain and maintain flood insurance for units in special flood hazard areas, prohibiting assistance for acquiring units in the coastal barriers resource system, and requiring notification to the purchaser of units in airport runway clear zones and airfield clear zones. In the case of units not yet under construction at the time the family enters into the contract for sale, the additional environmental review requirements referenced in §982.628(e) of this part also apply, and the PHA shall submit all relevant environmental information to the responsible entity or to HUD to assist in completion of those requirements.

ELIGIBILITY REQUIREMENTS FOR FAMILIES [24 CFR 982.627]

(a) *Determination whether family is qualified.* The PHA may not provide homeownership assistance for a family unless the PHA determines that the family satisfies all the following initial requirements at commencement of homeownership assistance for the family:

1. The family has been admitted to the Housing Choice Voucher Rental program in accordance with subpart E of this part.
2. The family satisfies any first-time homeowner requirements (described in paragraph (b) of this section.
3. The family satisfies the minimum income requirement (described in paragraph (c) of this section).
4. The family satisfies the employment requirements (described in paragraph (d) of this section).
5. The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option (see paragraph (e) of this section).
6. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
7. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with '982.631(c).
8. The family also satisfies any other initial requirements established by the PHA (see '982.626(b)). Any such additional requirements must be described in the PHA administrative plan.

(b) *First-time homeowner requirements.* At commencement of homeownership assistance for the family, the family must be any of the following:

1. A first-time homeowner (defined at '982.4);
2. A cooperative member (defined at '982.4); or
3. A family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person, in accordance with part 8 of this title.

(c) *Minimum income requirements.*

1. At commencement of monthly homeownership assistance payments for the family, or at the time of a down payment assistance grant for the family, the family must demonstrate that the annual income, as determined by the PHA in accordance with '5.609 of this title, of the adult family members who will own the home at commencement of homeownership assistance is not less than:

   (i) In case of a disabled family (as defined in '5.403(b) of this title), the
   monthly Federal Supplemental Security Income (SSI) benefit for an individual living along (or paying his or her share of food and housing costs);
   or

(II) In the case of other families, the Federal minimum wage multiplied by
2,000 hours.

2. The PHA shall not count any welfare assistance received by the family in determining annual income under this section.

H.U.D. 24 CFR 5.603 Definitions: *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.

It is the understanding of this PHA that the above HUD definition describes assistance as cash assistance from sources such as Temporary Assistance for Needy Families (TANF) as defined in the regulations issued by the Department of Health and Human Services [45 CFR 260.31].

(i) Except in the case of an elderly family or a disabled family (see the
definitions of these terms at '5.403(b) of this title).
(ii) The disregard of welfare assistance income under paragraph (c)(2)(i) of
this section only affects the determination of minimum annual income used
to determine if a family initially qualifies for commencement of
homeownership assistance in accordance with this section, but does not
affect:

A. The determination of income-eligibility for admission to the voucher program:
B. Calculation of the amount of the family=s total tenant payment (gross family contribution); or
C. Calculation of the amount of homeownership assistance payments on behalf of the family.

(iii) In the case of an elderly or disabled family, the PHA shall include welfare
assistance for the adult family members who will own the home in
determining if the family meets the minimum income requirement.

3. A PHA may establish a minimum income standard that is higher than those described in paragraph (c) (1) of this section for either or both types of families. However, a family that meets the applicable HUD minimum income requirement described in paragraph (c)(1) of this section, but not the higher standard established by the PHA shall be considered to satisfy the minimum income requirement if:

(i) The family demonstrates that it has been pre-qualified or pre-approved for
financing;
(ii) The pre-qualified or pre-approved financing meets any PHA established
requirements under '982.632 for financing the purchase of the home (including qualifications of lenders and terms of financing); and
(iii) The pre-qualified or pre-approved financing amount is sufficient

to
purchase housing that meets HQS in the PHA=s jurisdiction.

(d) *Employment requirements.*

1. Except as provided in paragraph (d) (2) of this section, the family must demonstrate that one or more adult members of the family who will own the home at commencement of home ownership assistance:
   (i)Is currently employed on a full-time basis (the term Afull-time employment@
   means not less than an average of 30 hours per week); and
   (ii) Has been continuously so employed during the year before commencement of home ownership assistance for the family.
2. The PHA shall have discretion to determine whether and to what extent interruption are considered to break continuity of employment during the year. The PHA may count successive employment during the year. The PHA may count self-employment in a business.

It is the policy of this PHA in order to be eligible for assistance under the homeownership assistance option, the family must be employed on a full-time basis (not less than an average of 30 hours per week) earning no less than the Federal minimum hourly wage multiplied by 2,080 hours for 12 consecutive months prior to commencement of homeownership assistance for the family. The only exceptions are as follows:

- **Interruption in employment as a result of a company lay-off from which the family member was or will be recalled to work; or**
- **Employment terminated due to a work force reduction or company closing and the family member had to locate another job; or**
- **Temporary medical leave for the head of household or employed family member for self or dependent child (not to exceed 12 weeks duration). Any exception to this must be approved prior to commencement of homeownership assistance.**
- **Interruptions in employment for any other reason must not exceed 12 weeks UNLESS the participant is returning to school on a full-time basis working towards a college degree. This will be reviewed on a case by case basis.**

3. The employment requirement does not apply to an elderly family or a disabled family (see the definitions of these terms at '5.403(b) of this title). Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, the PHA shall grant an exemption from the employment requirement if the PHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by the persons with disabilities in accordance with part 8 of this title.
4. A PHA may not establish an employment requirement in addition to the employment standard established by this paragraph.

(e) *Prohibition against assistance to family that has defaulted.* The PHA shall not commence homeownership assistance for a family that includes an individual who was an adult member of a family at the time when such family received homeownership assistance

and defaulted on a mortgage securing debt incurred to purchase the home

ELIGIBLE UNITS. [24 CFR 982.628]

(a) *Initial requirements applicable to the unit.* The PHA must determine that the unit satisfies all of the following requirements:

1. The unit is eligible. (See '982.352. Paragraphs (a) (6), (a) (7) and (b) of '982.352 do not apply)
2. The unit is either a one-unit property (including a manufactured home) or a single dwelling unit in a cooperative or condominium.
3. The unit has been inspected by a PHA inspector and by an independent inspector designated by the family (sees '982.631).
4. The unit satisfies the HQS (see '982.401 and '982.631).

(b) *Purchase of home where family will not own fee title to the real property.* Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:

1. The home is located on a permanent foundation; and
2. The family has the right to occupy the home site for at least forty years.

(c*) PHA-owned units*.

Homeownership assistance may be provided for the purchase of a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA), only if all of the following conditions are satisfied:

1. The PHA must inform the family, both orally and in writing that the family has
the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering.
2. The unit is not ineligible housing;
3. The PHA must obtain the services of an independent agency, in accordance with §982.352(b)(1)(iv)(B) and (C), to perform the following PHA functions:
   (i) Inspection of the unit for compliance with the HQS, in accordance with §982.631(a);
   (ii) Review of the independent inspection report, in accordance with §982.631(b)(4);
   (iii) Review of the contract of sale, in accordance with §982.631(c); and
   (iv) Determination of the reasonableness of the sales price and any PHA provided financing, in accordance with §982.632 and other supplementary guidance established by HUD.

(d) *PHA disapproval of seller.* The PHA may not commence homeownership assistance for occupancy of a home if the PHA has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

(e) *Units not yet under construction.* Families may enter into contracts of sale for units not yet under construction at the time the family enters into the contract for sale. However, the PHA shall not commence homeownership assistance for the family for that unit unless and

until:

(1) Either:

(i) The responsible entity completed the environmental review procedures required by 24 CFR part 58 and HUD approved the environmental certification and request for release of funds prior to commencement of construction; or

(ii)HUD performed an environmental review under 24CFR part 50 and notified the PHA in writing of environmental approval of the site prior to commencement of construction;

(2) Construction of the unit has been completed; and

(3) The unit has passed the required Housing Quality Standards (HQS) inspection (see §982.631(a) and independent inspection (see §982.631(b)).

ADDITIONAL PHA REQUIREMENTS FOR FAMILY SEARCH AND PURCHASE. [24 CFR 982.629]

(a) The PHA may establish the maximum time for a family to locate a home, and to purchase the home.

It is the policy of this PHA to give an initial 180 days for a family to locate a home. With documentation of their search, two additional extensions in 30 day increments can be granted totaling a maximum of 240 days on the homeownership voucher. Any additional extensions would be at the sole discretion of this PHA. After the family has submitted a purchase agreement, this PHA will allow 90 days for closing on a home mortgage. With documentation, an additional 30 day extension will be granted for extenuating circumstances totaling a maximum of 120 days to close on a home mortgage. During a Housing Choice Voucher participant's search for a home to purchase, their Housing Choice Voucher rental assistance shall continue pursuant to this Administrative Plan. If a Housing Choice Voucher participant family is unable to locate a home within the time approved by this PHA, their Housing Choice Voucher rental assistance through the Housing Choice Voucher Rental Program shall continue.
If a family is unable to locate a unit on the Homeownership Program their Voucher reverts back to the Housing Choice Voucher Rental Assistance Program. They will be given a second *and final* opportunity to be a participant on the Homeownership Program, but they can not re-apply until after they have completed another initial lease term (12 months) on the rental assistance program. The Family termination of the lease must be in accordance with the terms of the lease.

(b) The PHA may require periodic family reports on the family=s progress in finding and purchasing a home.

It is the policy of this PHA to require documentation of the family's search for a home when the family is requesting an extension on their homeownership voucher after the initial 120 days have elapsed. Documentation will be required for each extension requested by the family.

(c) If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family=s name on the waiting list for a voucher.

It is the policy of this PHA to continue the family's Housing Choice Voucher rental assistance during their search for a suitable unit to purchase. If the family is unable to find a suitable unit in the maximum time established by this PHA, this PHA will allow the family to continue to receive assistance at its current residence or this PHA will issue the family a Housing Choice Rental Voucher to locate another unit.

The family may not re-apply for the Housing Choice Voucher homeownership program until they have completed at least one (1) additional year (twelve (12) months) of participation in the Housing Choice Rental Voucher Program and have completed an initial lease term. Termination of the lease must be in accordance with the terms of the lease.

HOMEOWNERSHIP COUNSELING. [24 CFR 982.630]

(a) Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA (pre-assistance counseling).

(b) Suggested topics for the PHA-required pre-assistance counseling program include:

1. Home maintenance (including care of the grounds);
2. Budgeting and money management;
3. Credit counseling;
4. How to negotiate the purchase price of a home;
5. How to obtain home ownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
6. How to find a home, including information about home ownership opportunities, schools, and transportation in the PHA jurisdiction;
7. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
8. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
9. Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 *et seq*.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

(c) The PHA may adapt the subjects covered in pre-assistance counseling (as listed in paragraph (b) of this section) to local circumstances and the needs of individual families.

It is the policy of this PHA in order to be eligible for assistance under the homeownership option, the family must enroll in and successfully complete the pre and post-purchase homeownership counseling program and be deemed to be mortgage ready before a homeownership voucher will be issued. At a minimum, the counseling will cover the following:

- **Home maintenance (including care of the grounds).**
- **Budget and money management**
- **Credit counseling**
- **How to negotiate the purchase price of a home**

- **Mortgage financing options and types**
- **How to find a home**
- **De-concentration issues**
- **Information on fair housing issues**
- **Information on Real Estate Settlement Procedures Act, truth-in-lending laws, and, how to identify and avoid loans with oppressive terms and conditions**

(d) The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

It is the policy of this PHA to, at the discretion of this PHA, requires the family to participate in ongoing home ownership counseling.

(e) If the PHA is not using a HUD-approved housing counseling agency to provide the counseling for families participating in the homeownership option, the PHA should ensure that its counseling program is consistent with the homeownership counseling provided under HUD=s Housing Counseling program.

HOMEOWNERSHIP OPTION: HOME INSPECTIONS, CONTRACT OF SALE AND PHA DISAPPROVAL OF SELLER. [24 CFR 982.631]

(a) *HQS inspection by PHA.* The PHA may not commence monthly homeownership assistance payments or provide a down payment assistance grant for the family until the PHA has inspected the unit and has determined that the unit passed HQS.

(b) *Independent inspection.*

1. The unit must also be inspected by an independent professional inspector selected by and paid by the family.
2. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.
3. The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

It is the policy of this PHA to require an independent inspector be certified and provide such certification showing his/her qualifications. The LMHA reserves the right to deny the use of any independent inspector who is not certified or who refuses to provide documentation of such. Inspections are approved on a case by case basis.

4. The independent inspector must provide a copy of the inspection report both to the family and to the PHA. The PHA may not commence monthly homeownership assistance payments, or provide a down payment assistance grant for the family, until the PHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise

complies with the HQS (and may qualify for assistance under the PHA's tenant-based rental voucher program), the PHA shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

(c) *Contract of sale.*

1. Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale (see also ' 982.627 (a) (7)).

2. The Contract of sale must:

(i) Specify the price and other terms of sale by the seller to the purchaser.

(ii) Provide that the purchaser will arrange for a pre-purchase inspection of
the dwelling unit by an independent inspector selected by the purchaser.

(iii) Provide that the purchaser is not obligated to purchase the unit unless
the inspection is satisfactory to the purchaser.

(iv) Provide that the purchaser is not obligated to pay for any necessary
repairs.

(v)Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under
part 24 of this title.

3. In addition to the requirements contained in paragraph (c)(2) of this section, a contract for the sale of the units not yet under construction at the time the family is to enter into the contract for sale must also provide that:

(i) The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.

(ii) The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Conduct of the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.

(iii) Commencement of construction in violation of paragraph (c)(3)(ii) of this section voids the purchase contract and renders homeownership assistance under 24 CFR part 982 unavailable for purchase of the unit.

(d) *PHA disapproval of seller.* In its administrative discretion, the PHA may deny approval of a seller for any reason provided for disapproval of an owner in ' 982.306(c).

FINANCING PURCHASE OF HOME; AFFORDABILITY OF PURCHASE. [24 CFR 982.632]

(a) The PHA may establish requirements for financing the purchase of a home to be assisted under the homeownership option. Such PHA requirements may include requirements concerning qualification of lenders (for example, prohibition of seller financing or case-by-case approval of seller financing), or concerning terms of financing (for example, a prohibition of balloon payment mortgages, or establishment of a minimum homeowner equity requirement from personal resources).

It is the policy of this PHA to:

- **approve balloon payment mortgages on a case by case basis;**
- **review Seller financing on a case by case basis prior to approval;**
- **require that the minimum down payment is three percent of the purchase price and that at least one percent of the purchase price come from the family's personal resources;**
- **approve the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and**
- **require the family to enter into a written agreement with the Lorain MHA to comply with all of its obligations under the Section 8 program.**

There is no prohibition against using local or State Community Development Block Grant (home ownership CDBG) or other subsidized financing in conjunction with the homeownership program.

(b) If the purchase of the home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements.

(c) The PHA may establish requirements or other restrictions concerning debt secured by the home.

It is the policy of this HA that no other debt, secured by the home, is allowed without prior approval of Lorain MHA.

(d) The PHA may review lender qualifications and the loan terms before authorizing homeownership assistance. The PHA may disapprove proposed financing, refinancing or other debt if the PHA determines that the debt is unaffordable, or if the PHA determines that the lender or the loan terms do not meet PHA qualifications. In making this determination, the PHA may take into account other family expenses, such as child care, un-reimbursed medical expenses, home ownership expenses, and other family expenses as determined by the PHA.

(e) All PHA financing or affordability requirements must be described in the PHA administrative plan.

It is the policy of this HA to adopt the affordability criteria of approved mortgage lending institutions with respect to debt to income ratios allowing for any special programs that may be available through said lending institutions for which the participant might qualify.

Any participant that has excessive debt ratios or derogatory credit will be provided an opportunity to correct those deficiencies. Once the deficiencies have been corrected,

they will become eligible to participate in the homeownership program subject to all initial requirements set forth herein.

CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS. [24 CFR 982.633]

(a) *Occupancy of home.* Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

(b) *Family obligations.* The family must comply with the following obligations.

1. *Ongoing counseling.* To the extent required by the PHA, the family must attend and complete ongoing home ownership and housing counseling.

It is the policy of this PHA to, at the discretion of this PHA, require the family to participate in ongoing counseling.

2. *Compliance with mortgage.* The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
3. *Prohibition against conveyance or transfer of home.*
   (i)So long as the family is receiving homeownership assistance, use and
   occupancy of the home is subject to '982.551(h) and (i).
   (ii) The family may grant a mortgage on the home for debt incurred to
   finance purchase of the home or any refinancing of such debt.
   (iii) Upon death of a family member who holds, in whole or in part, title to the
   home or ownership of cooperative membership shares for the home,
   homeownership assistance may continue pending settlement of the
   decedent's estate, notwithstanding transfer of title by operation of law to the
   decedent's executor or legal representative, so long as the home is solely
   occupied by remaining family members in accordance with '982.551(h).
4. *Supplying required information.*
   (i) The family must supply required information to the PHA in accordance
   with '982.551(b).

It is the policy of this HA that families will be required to report <u>all</u> increases in income/asset of all household members to the HA in writing within 14 business days.

The HA will review and certify the reported information. The interim review criteria required for the HCVHO Program is the same as the HCV Rental Program. An interim

will be done if all criteria are met.

It is the policy of this HA to include the following regulations on repayment of any monies owed due to failure of family obligations in reporting changes in income resulting in an overpayment of Homeownership Program assistance:

Federal Regulations '982.552; '982.552(b)(6-8); '982.163; and corresponding LMHA Administrative Policy (Chapter 18 A, C, D, E).

(ii) In addition to other required information, the family must supply any information as required by the PHA or HUD concerning:

D. Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt:

E. Any sale or other transfer of any interest in the home; or

F. The family=s home ownership expenses.

5. *Notice of move-out.* The family must notify the PHA before the family moves out of the home.

6. *Notice of mortgage default.* The family must notify the PHA if the family defaults on a mortgage securing any debt incurred to purchase the home.

7. *Prohibition on ownership interest on second residence.* During the time the family receives homeownership assistance under this subpart, no family member may have any ownership interest in any other residential property.

8. *Additional PHA requirements.* The PHA may establish additional requirements for continuation of homeownership assistance for the family (for example, a requirement for post-purchase home ownership counseling or for periodic unit inspections while the family is receiving homeownership assistance). The family must comply with any such requirements.

LMHA may conduct annual walk thru inspections on the unit. These inspections will coincide with the required annual recertification process.

LMHA also reserves the right to do drive by inspections. These inspections will not interrupt the participant in any way. LMHA will simply drive by the unit on occasion and view the unit from the outside. LMHA will not attempt to enter the unit on these occasions. If LMHA sees a reason for further investigation of the premises, a notice of inspection will be sent directly to the participant with a specific appointment date and time.

If, at any of these inspections, the unit obviously requires repairs, the PHA can require the family to do such repairs in a timely manner and can exercise the PHA's discretion in requiring the family to attend and complete ongoing home ownership counseling.

9. *Other family obligations.* The family must comply with the

obligations of a participant family described in '982.511. However, the following provisions do not apply to assistance under the homeownership option: '982.551(c), (d), (e), (f), (g) and (j).

(c) *Statement of homeowner obligations.* Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE. [24 CFR 982.634]

(a) *Maximum term of assistance.* Except in the case of a family that qualifies as an elderly or disabled family (see paragraph (c) of this section), the family members described in paragraph (b) of this section shall not receive homeownership assistance for more than:

1. Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
2. Ten years, in all other cases.

(b) *Applicability of maximum term.* The maximum term described in paragraph (a) of this section applies to any member of the family who:

1. Has an ownership interest in the unit during the time that homeownership payments are made; or
2. Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

(c) *Exception for elderly and disabled families.*

1. As noted in paragraph (a) of this section, the maximum term of assistance does not apply to elderly and disabled families.
2. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
3. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this part).

(d) *Assistance for different homes or PHAs.* If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in paragraph (a) of this section.

AMOUNT AND DISTRIBUTION OF MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENT. [24 CFR 982.635]

(a) *Amount of 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 home ownership expenses minus the total tenant payment.

(b) *Payment standard for family.*

1. The payment standard for a family is the lower of:
   (i) The payment standard for the family unit size; or
   (ii) The payment standard for the size of the home.
2. If the home is located in an exception payment standard area, the PHA must use the appropriate payment standard for the exception payment standard area.
3. The payment standard for a family is the greater of:
   (i) The payment standard (as determined in accordance with paragraphs
   (b)(1) and (b)(2) of this section) at the commencement of homeownership
   assistance for occupancy of the home; or
   (ii) The payment standard (as determined in accordance with paragraphs
   (b)(1) and (b)(2) of this section) at the most recent regular reexamination of
   family income and composition since the commencement of homeownership
   assistance for occupancy of the home.
4. The PHA must use the same payment standard schedule, payment standard amounts, and subsidy standards pursuant to '982.402 and '982.503 for the homeownership option as for the rental voucher program.

(c) *Determination of home ownership expenses.*

1. The PHA shall adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

It is the policy of this HA to adopt the affordability criteria of approved mortgage lending institutions with respect to debt to income ratios allowing for any special programs that may be available through said lending institutions for which the participant might qualify.

Any participant that has excessive debt ratios or derogatory credit will be provided an opportunity to correct those deficiencies. They will then become eligible to participate in the homeownership program subject to all initial requirements set forth herein.

2. Home ownership expenses for a homeowner (other than a cooperative member) may only include amounts allowed by the PHA to cover:
   (i) Principal and interest on initial mortgage debt, any refinancing of such

debt, and any mortgage insurance premium incurred to finance purchase of
the home;
(ii) Real estate taxes and public assessments on the home;
(iii) Home insurance;
(iv) The PHA allowance for maintenance expenses;
(v) The PHA allowance for costs of major repairs and replacements;
(vi) The PHA utility allowance for the home;
(vii) Principal and interest on mortgage debt incurred to finance costs for
major repairs, replacements or improvements for the home. If a member of
the family is a person with disabilities, such debt may include debt incurred
by the family to finance costs needed to make the home accessible for such
person, if the PHA determines that allowance of such costs as home
ownership expenses is needed as a reasonable accommodation so that the
home ownership option is readily accessible to and usable by such person,
in accordance with part 8 of this title; and;
(viii)Land lease payments (where a family does not own fee title to the real
property on which the home is located; see '982.628(b)).

3. Home ownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:
(i) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
(ii) Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
(iii) Home insurance;
(iv) The PHA allowance for maintenance expenses;
(v) The PHA allowance for costs of major repairs and replacements;
(vi) The PHA utility allowance for the home; and
(viii) Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as home ownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of this title.

4. If the home is a cooperative or condominium unit, home ownership expenses may also include cooperative or condominium operating

charges or maintenance fees assessed by the condominium or cooperative homeowner association.

(d) *Payment to lender or family.* The PHA must pay homeownership assistance payments either:

1. Directly to the family or;
2. At the discretion of the PHA, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

It is the policy of this HA to provide the lender with a notice of the amount of the housing assistance payment prior to the close of the loan. LMHA's contribution towards the family's homeowner expense will be paid directly to a debit account set up for the purpose of the payment of the mortgage. Other terms required by the lender will be considered.

(e) *Automatic termination of home ownership assistance.* Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

PORTABILITY. [24 CFR 982.636]

(a) *General*. A family may qualify to move outside the initial PHA jurisdiction with continued homeownership assistance under the voucher program in accordance with this section.

(b) *Portability of homeownership assistance.* Subject to '982.353(b) and (c), '982.552 and '982.553, a family determined eligible for homeownership assistance by the initial PHA may purchase a unit outside of the initial PHA=s jurisdiction, if the receiving PHA is administering a voucher homeownership program and is accepting new home ownership families.

(c) *Applicability of Housing Choice Voucher program portability procedures.* In general, the portability procedures described in '982.353 and procedures described in '982.355 apply to the homeownership option and the administrative responsibilities of the initial and receiving PHA are not altered except that some administrative functions (e.g. issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.

(d) *Family and PHA responsibilities.* The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

(e) *Continued assistance under '982.637.* Such continued assistance under portability procedures is subject to '982.637.

MOVE WITH CONTINUED TENANT-BASED ASSISTANCE. [24 CFR 982.637]

(a) *Move to a new unit.*

1. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance in accordance with this section. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements).
2. The PHA may not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.
3. The PHA may establish policies that prohibit more than one move by the family during any one year period.

It is the policy of this PHA to prohibit the participant from moving within the first year (12 months) after closing on a mortgage.

(b) *Requirements for continuation of homeownership assistance.* The PHA must determine that all initial requirements listed in '982.626 (including the environmental requirements with respect to a unit not yet under construction) have been satisfied if a family that has received homeownership assistance wants to move to such a unit with continued homeownership assistance. However, the following requirements do not apply:

1. The requirement for pre-assistance counseling ('982.630) is not applicable. However, the PHA may require that the family complete additional counseling (before or after moving to a new unit with continued assistance under the homeownership option).
2. The requirement that a family must be a first-time homeowner ('982.627) is not applicable.

(c) *When PHA may deny permission to move with continued assistance.* The PHA may deny permission to move to a new unit with continued voucher assistance as follows:

1. *Lack of funding to provide continued assistance.* The PHA may deny permission to move with continued rental or home ownership assistance if the PHA determines that it does not have sufficient funding to provide continued assistance.
2. *Termination or denial of assistance under '982.638.* At any time, the PHA may deny permission to move with continued rental or homeownership assistance in accordance with '982.638.

DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILY. [24 CFR 982.638]

(a) *General.* The PHA shall terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family, in accordance with this section.

(b) *Denial or termination of assistance under basic voucher program.* At any time, the PHA may deny or terminate homeownership assistance in accordance with '982.552

(Grounds for denial or termination of assistance) or '982.553 (Crime by family members).

c) *Failure to comply with family obligations.* The PHA may deny or terminate assistance for violation of participant obligations described in '982.551 or '982.633.

(d) *Mortgage default.* The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The PHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the PHA must deny such permission, if:

1. The family defaulted on an FHA-insured mortgage; and
2. The family fails to demonstrate that:
   (i) The family has conveyed title to the home, as required by HUD, to HUD or
   HUD's designee; and
   (ii) The family has moved from the home within the period established or
   approved by HUD.

ADMINISTRATIVE FEES. [24 CFR 982.639]

The ongoing administrative fee described in '982.152(b) is paid to the PHA for each month that homeownership assistance is paid by the PHA on behalf of the family.

RECAPTURE OF HOMEOWNERSHIP ASSISTANCE. [24 CFR 982.640]**[REMOVED]**

HOMEOWNERSHIP OPTION: APPLICABILITY OF OTHER REQUIREMENTS. [24 CFR 982.641]

(a) *General.* The following types of provisions (located in other subpart of this part) do not apply to assistance under the home ownership option:

1. Any provisions concerning the Section 8 owner or the HAP contract between the PHA and owner;
2. Any provisions concerning the assisted tenancy or the lease between the family and the owner;
3. Any provisions concerning PHA approval of the assisted tenancy;
4. Any provisions concerning rent to owner or reasonable rent; and
5. Any provisions concerning the issuance or term of voucher.

(b) *Subpart G requirements.* The following provisions of subpart G of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.302 (Issuance of voucher; Requesting PHA approval of assisted tenancy);
2. Section 24 CFR 982.303 (Term of voucher);
3. Section 24 CFR 982.305 (PHA approval of assisted tenancy);
4. Section 24 CFR 982.306 (PHA disapproval of owner)(except that a PHA may disapprove a seller for any reason described in paragraph (c), see '982.631(d).
5. Section 24 CFR 982.306 (Tenant screening);
6. Section 24 CFR 982.306 (Lease and tenancy);

7. Section 24 CFR 982.309 (Term of assisted tenancy);
8. Section 24 CFR 982.310 (Owner termination of tenancy);
9. Section 24 CFR 982.311 (When assistance is paid)(except that 24 CFR 982.311 (c)(3) is applicable to assistance under the home ownership option);
10. Section 24 CFR 982.313 (Security deposit: Amounts owed by tenant); and
11. Section 24 CFR 982.314 (Move with continued tenant-based assistance).

(c) *Subpart H requirements.* The following provisions of subpart H of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.352(a)(6) (Prohibition of owner-occupied assisted unit);
2. Section 24 CFR 982.352(b) (PHA-owned housing); and
3. Those provisions of '982.353(b)(1), (2), and (3) (Where family can lease a unit with tenant-based assistance) and '982.355 (Portability: Administration by receiving PHA) that are inapplicable per '982.636;

(d) *Subpart I requirements.* The following provisions of subpart I of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.403 (Terminating HAP contract when unit is too small);
2. Section 24 CFR 982.404 (Maintenance: Owner and family responsibility; PHA remedies); and
3. Section 24 CFR 982.405 (PHA initial and periodic unit inspection).

(e) *Subpart J requirements.* The requirements of subpart J of this part (Housing Assistance
Payments Contract and Owner Responsibility) ('982.451-456) do not apply to assistance under the home ownership option.

(f) *Subpart K requirements.* Except for those sections listed below, the requirements of subpart K of this part (Rent and Housing Assistance Payment) ('982.501-521) do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.503 (Voucher tenancy: Payment standard amount and schedule);
2. Section 24 CFR 982.503 (Family income and composition: Regular and interim reexaminations); and
3. Section 24 CFR 982.517 (Utility allowance schedule).

(g) *Subpart L requirements.* The following provisions of subpart L of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.551(c) (HQS breach caused by family);
2. Section 24 CFR 982.551(d) (Allowing PHA inspection);
3. Section 24 CFR 982.551(e) (Violation of lease);
4. Section 24 CFR 982.551(g) (Owner eviction notice); and
5. Section 24 CFR 982.551(j) (Interest in unit).

(h) *Subpart M requirements.* The following provisions of subpart M of this part do not

apply to assistance under the home ownership option:

1. Section 24 CFR 982.602-619; and
2. Section 24 CFR 982.622-624

HOMEOWNERSHIP OPTION: PILOT PROGRAM FOR HOMEOWNERSHIP ASSISTANCE FOR DISABLED FAMILIES. [24 CFR 982.642]

(a) *General*. This section implements the pilot program authorized by section 302 of the American Homeownership and Economic Opportunity Act of 2000. Under the pilot program, a PHA may provide homeownership assistance to a disabled family residing in a home purchased and owned by one or more members of the family. A PHA that administers tenant-based assistance has the choice whether to offer homeownership assistance under the pilot program (whether or not the PHA has also decided to offer the homeownership option).

(b) *Applicability of homeownership option requirements.* Except as provided in this section, all of the regulations applicable to the homeownership option (as described in '982.625 through 982.641) are also applicable to the pilot program.

(c) *Initial eligibility requirements.* Before commencing homeownership assistance under the pilot program for a family, the PHA must determine that all of the following initial requirements have been satisfied:

1. The family is a disabled family (as defined in '5.403 of this title);
2. The family annual income does not exceed 99 percent of the median income for the area;
3. The family is not a current homeowner;
4. The family must close on the purchase of the home during the period starting on July 23, 2001 and ending on July 28, 2004; and
5. The family meets the initial requirements described in '982.626; however, the following initial requirements do not apply to a family seeking to participate in the pilot program:
   (i) The income eligibility requirements of '982.201(b)(1);
   (ii) The first-time homeowner requirements of '982.627(b); and
   (iii) The mortgage default requirements of '982.627(e), if the PHA determines that the default is due to catastrophic medical reasons or due
   to the impact of a federally declared major disaster or emergency.

(d) *Amount and distribution of homeownership assistance payments.*

1. While the family is residing in the home, the PHA shall calculate a monthly homeownership assistance payment on behalf of the family in accordance with '982.635 and this section.
2. A family that is a low income family (as defined at 24CFR5.603(b)) as determined by HUD shall receive the full amount of the monthly homeownership assistance payment calculated under '982.635.
3. A family whose annual income is greater than the low income family ceiling but does not exceed 89 percent of the median income for the area as determined by HUD shall receive a monthly homeownership assistance payment equal to 66 percent of the amount calculated under '982.635.
4. A family whose annual income is greater than the 89 percent ceiling but does not exceed 99 percent of the median income for the area as

determined by HUD shall receive a monthly homeownership assistance payment equal to 33 percent of the amount calculated under '982.635.

5. A family whose annual income is greater than 99 percent of the median income for the area shall not receive homeownership assistance under the pilot program.

(e) *Assistance payments to lender.* The PHA must make homeownership assistance payments to a lender on behalf of the disabled family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family. The provisions of '982.635(d), which permit the PHA to make monthly homeownership assistance payments directly to the family, do not apply to the pilot program.

(f) *Mortgage defaults.* The requirements of '982.638(d) regarding mortgage defaults are applicable to the pilot program. However, notwithstanding '982.638(d), the PHA may, in it discretion, permit a family that has defaulted on its mortgage to move to a new unit with continued voucher homeownership assistance if the PHA determines that the default is due to catastrophic medical reasons or due to the impact of a federally declared major disaster or emergency. The requirements of ''982.627(a)(5) and 982.627(e) do not apply to such a family.

HOMEOWNERSHIP OPTION: DOWN PAYMENT ASSISTANCE GRANTS. [24 CFR982.643]

(a) *General.*

1. A PHA may provide a single down payment assistance grant for a participant that has received tenant-based or project-based rental assistance in the Housing Choice Voucher Program.
2. The down payment assistance grant must be applied toward the down payment required in connection with the purchase of the home and/or reasonable and customary closing costs in connection with the purchase of the home.
3. If the PHA permits the down payment grant to be applied to closing costs, the PHA must define what fees and charges constitute reasonable and customary closing costs. However, if the purchase of a home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements, including any requirements concerning closing costs (see '982.632(b) of this part regarding the applicability of FHA requirements to voucher homeownership assistance and '203.27 of this title regarding allowable fees, charges and discounts for FHA-insured mortgages).

(b) *Maximum down payment grant.* A down payment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment.

(c) *Payment of down payment grant.* The down payment assistance grant shall be paid at the closing of the family=s purchase of the home.

(d) *Administrative fee.* For each down payment assistance grant made by the PHA, HUD will pay the PHA a one-time administrative fee in accordance with '982.152(a)(1)(iii).

(e) *Return to tenant-based assistance.* A family that has received a down payment assistance grant may apply for and receive tenant-based rental assistance, in accordance with program requirements and PHA policies. However, the PHA may not commence tenant-based rental assistance for occupancy of the new unit so long as any member of the family owns any title or other

interest in the home purchased with homeownership assistance. Further, eighteen months must have passed since the family=s receipt of the down payment assistance grant.

(f) *Implementation of down payment assistance grants.* A PHA may not offer down payment assistance under this paragraph until HUD publishes a notice in the **Federal Register.**

Revision effective 10/22/2007

Addendum II to

Lorain Metropolitan Housing Authority
Housing Choice Voucher Administrative Plan

Steps for Affirmatively Furthering Fair Housing Practices in the Housing Choice Voucher Family Self Sufficiency Program

The Lorain Metropolitan Housing Authority (LMHA) will affirmatively further Fair Housing practices in its Housing Choice Voucher Family Self Sufficiency (HCV FSS) program by taking the following steps:

1. Advertising widely in the community for the HCV FSS Coordinator position whenever it becomes vacant by utilizing local newspapers, the internet, local hiring agencies and other hiring resources.

   Records of all advertising for hiring are maintained at the LMHA Main Office. All applications, test results, interviews and new hires are logged and maintained on a spreadsheet for EEO reporting.

2. LMHA markets the HCV FSS program to all eligible persons, including persons with disabilities and persons with limited English proficiency, via semi-annual mass mailings to all HCV program participants. Information regarding the FSS program is also presented in all HCV orientations.

   The HCV FSS Coordinator maintains a spreadsheet to document dates of mass mailings. A copy of each different mailing is filed with the spreadsheet. The Coordinator can run reports from PIC to download information on all applicants, including, but not limited to, race, ethnicity, familial status, and disability status. The Coordinator maintains a spreadsheet of applicants by name and date of application. Reviewing the number of applications received after a mass mailing will enable LMHA to assess the impact of the mailings.

   Since the FSS program is marketed in the HCV orientations for new applicants and for participants who are moving, a spreadsheet of the dates of these orientations is maintained to enable LMHA to assess the impact of the FSS information presented in those sessions.

3. The LMHA administrative office where applications are processed and where services are delivered is fully ADA accessible. When a person with a disability requests an accommodation to facilitate communication about the program, LMHA utilizes the appropriate auxiliary aids based upon the person's request. These aids may include, but are not limited to, sign language translators, interpreters, readers, and a TTY/TTD system. On a case-by-case basis, LMHA makes communications and service delivery accessible to persons with disabilities in accordance with 24 CFR 8.6.

   In accordance with LMHA's Reasonable Accommodation Policy, the Authority maintains a file of all requests for reasonable accommodations and LMHA's response to those requests.

4. LMHA refers applicants, participants and the general public to collaborating entities who provide fair housing assistance. An extensive list of the names and phone numbers (and for some agencies, the addresses and hours of service) of several social service agencies throughout Lorain County is maintained. This list is available at the LMHA front desk for applicants, participants and the general public. Authority personnel distribute several copies every week to those who express any need.

5. LMHA informs participants and applicants how to file a fair housing complaint by providing the toll-free number for the Midwest Fair Housing Office Enforcement Center (800-765-9372 & TTY 312-353-7143); the Ohio Civil Rights Commission (216-787-3150); and the Housing Discrimination Hotline (800-669-9777). All applicants and participants also receive the Fair Housing Booklet (HUD 1686 FHEO) along with the form HUD 903 Housing Discrimination Complaint. LMHA also gives direction to the Fair Housing website at www.hud.gov/fairhousing. The general public is also provided this information upon request.

   A file is maintained of all Fair Housing complaints that LMHA must address, including the Authority's response and the results of any investigations.

6. LMHA's HCV FSS program has the goals of homeownership and housing mobility. The Authority recruits landlords and service providers in areas that expand housing choice to program participants through the LMHA Landlord Outreach program described in the HCV Administrative Plan.

   Records of landlords and their rental units are maintained on the LMHA computer system. An HCV Administrative Assistant, who is responsible for sending out landlord information packets to potential new landlords, tracks the packets being sent out or distributed to walk-ins, and tracks when new landlords are added to the system. Results of the Landlord Outreach are recorded to assess the effectiveness of the recruitment and the locations of any new units available for program participants.

   LMHA encourages landlords to register their information and list their available rental properties on www.goSection8.com. This website is utilized by anyone seeking rental property, not just HCV participants. However, it is a progressive method for sharing landlord and rental property information for applicants and participants.

June 5, 2008

APPENDIX I – SECTION 8 ADMINISTRATIVE PLAN

CONFLICT OF INTEREST PROVISIONS; CONDUCTING BUSINESS WITH ETHICAL STANDARDS

CONFLICT OF INTEREST:

(A) Neither LMHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one (1) year thereafter:

1. Any present or former member or officer of the PHA (except a participant commissioner);

2. Any employee of the PHA, or any contractor, subcontractor or agent of the PHA who formulates policy or who influences decisions with respect to the programs;

3. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the programs; or

4. Any member of the Congress of the United States

(B) Any member of the classes described in paragraph (A) of this section must disclose their interest or prospective interest to LMHA and HUD.

(C) The conflict of interest prohibition under paragraph (A) of this section may be waived by the HUD field office for good cause.

CONDUCTING BUSINESS WITH ETHICAL STANDARDS:

The Lorain Metropolitan Housing Authority (LMHA) shall prohibit the solicitation or acceptance of gifts or gratuities, in excess of a nominal value, by any officer or employee of the PHA, or any contractor, subcontractor, or agent of the PHA.

Employees violating the LMHA “Ethical Standards Code” shall be subject to disciplinary action up to and including termination. The disciplinary action shall be commensurate with the violation.

APPENDIX 2 - SECTION 8 ADMINISTRATIVE PLAN

LORAIN METROPOLITAN HOUSING AUTHORITY
UIV / EIV (income verification) POLICY

LMHA will use the Enterprise Income Verification (EIV) provided by HUD to determine if residents/participants are disclosing all household income.

LMHA will advise applicants, Section 8 participants, and Public Housing residents of the PHA's ability to compare the income they are disclosing to the income reported through State Wage Income Collection Agencies, Social Security benefits, and Unemployment benefits.

Upon receipt of an application, the Admissions personnel (PHA & HCV) shall check the SSN of all adult members on the application under the Existing Tenant Search to ensure applicants are not currently a lease holder or a member of a household residing in a subsidized unit.

The Admissions personnel shall run the Existing Tenant Search again immediately prior to being offered housing/rental assistance to ensure the applicant did not lease elsewhere while on the waiting list. If the result is positive, the Admissions personnel will follow up with the respective housing provider to confirm program participation prior to the applicant being admitted to housing.

Admissions personnel shall also sun the Search for Former Tenant report for adult applicants. Regardless of the results, personnel shall print the screen showing the last four digits of the SSN and place it in the applicant file. This information will be used in assessing the applicant's eligibility for housing.

LMHA will review the EIV system 120 days after admission of an applicant to assisted housing to determine if the applicant disclosed all income at the time of admission to assisted housing.

Type of file documentation required to demonstrate PHA compliance with mandated use of EIV as a third party source to verify tenant employment and income information.

For each <u>new admission</u> (form HUD-50058 action type 1), the PHA is required to do the following:

i. Review the EIV Income Report to confirm/validate family reported income within 120 days of the PIC submission date; and
ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
iii. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

For each <u>historical adjustment</u> (form HUD – 50058 action type 14), the PHA is required to do the following:

i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
ii. Print and maintain a copy of the EIV Income Report in the tenant file; and

iii. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

For each <u>interim reexamination</u> (form HUD – 50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:

i. **ICN Page** when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHAs have the discretion to print the EIV report, however, only the ICN page is required.)
ii. EIV Income Report when there is an income discrepancy noted on the household's Income Discrepancy Report or Income Discrepancy Report.

For each annual reexamination of family income and composition, the PHA is required to have the following documentation in the tenant file:

1. **No Dispute of EIV Information:** EIV Income Report, current acceptable tenant-provided documentation, and ***if necessary*** (as determined by the PHA), traditional and third party verification forms(s).
2. **Disputed EIV Information:** EIV Income report, current acceptable tenant-provided documentation, and/or traditional third party verification form(s) for disputed information.
3. **Tenant-reported income not verifiable through EIV system:** Current tenant-provided documents, and if necessary (as determined by the PHA), traditional third party verification form(s)

When the income information supplied by EIV reveals an employer or other income source that the resident/participant did not disclose or a substantial difference in what was reported, LMHA will:

a. Discuss the income discrepancy with the tenant; and
b. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources; and
c. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
d. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively; and
e. Take appropriate action as directed by HUD or the PHA's administrative policies.

Resident/participants who fail to disclose all income are required to reimburse the PHA if they were charged less than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **<u>must</u>** terminate the family's tenancy or assistance, or both. HUD **<u>does not</u>** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at the execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

a. Reference to the paragraphs in the Public Housing Lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example if the PHA determines that the family has not reported income for a period of five (5) years and only has documentation for the last three (3) years, the PHA is only able to determine retroactive rent for the three (3) years for which documentation is available.

PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures. Factors used to determine the appropriate action to be taken will be the length of time the income was unreported, the amount of money the resident/participant must repay, the number of times the resident/participant completed the Personal Declaration form and failed to disclose the income, and the number of times the resident/participant met with an LMHA employee and failed to disclose the income.

If LMHA determines it is in the best interest to offer the resident/participant a repayment agreement and permit the resident/participant to remain in subsidized housing, the following time frames shall apply to the repayment agreement:

$1.00	to	$300.00	up to 4 months
$301.00	to	$500.00	up to 6 months
$501.00	to	$800.00	up to 9 months
$801.00	to	$1000.00	up to 12 months
$1001.00	to	$1500.00	up to 15 months
$1501.00	to	$2000.00	up to 18 months
$2001.00	to	$2500.00	up to 24 months

Any deviation from the above schedule must be approved by the Section 8 Manager or the Public Housing Manager, along with securing the approval of the Director, Assistant Director, or the Operations Manager. The above reference payment schedule will be used for all overpayments resulting from non-disclosed income, whether is disclosed to LMHA under the EIV system or LMHA is able to detect unreported income through other means.

For amounts in excess of $2500.00, the Director and Operations Manager will review the circumstances surrounding the overpayment with the Section 8 Manager/Public Housing Manager to determine a course of action.

In instances where the non-disclosure of income results in overpayments that exceed $5000.00, the resident/participant's case will be referred to LMHA Legal Counsel for appropriate action. Any amounts exceeding $2500.00 will also be reported to the Credit Bureau.

HUD defines a substantial difference as one that is $200.00 or more per month. LMHA's interim policy does not require an interim rent change be processed unless the gross monthly income increases by more than $500.00 per month unless it is an additional source of income, i.e. a resident/participant reporting zero income begins to receive income in the household (regardless of amount). The $200.00 threshold for interim rent changes is applicable to LMHA's Public Housing, Section 8 New Construction..

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs **are required** to monitor the following EIV reports on a monthly basis:

Deceased Tenants Report
Identity Verification Report
Immigration Report

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs **are required** to monitor the following EIV reports on a quarterly basis:

Income Discrepancy Report
Multiple Subsidy Report
New Hires Report (if your agency has an interim increase policy)

All LMHA Staff working with the EIV System are required to complete Annual Security Awareness training and EIV system training (initial (complete system training) and update (interim system changes) training) when offered by HUD Headquarters (HHQ). This training requirement also applies to those individuals who will not access EIV, but will view or handle printed and/or electronic EIV data. Individuals who will view and/or handle printed EIV information are required to complete only annual Security Awareness training (EIV system training is optional for these individuals). EIV training provided by third parties (other than HUD Headquarters) does not fulfill the mandatory EIV training requirement.

LMHA employees will be advised that the Federal Privacy Act (5 USC 552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or copy provided or displayed) with another adult household ember, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

Penalties for willful disclosure or inspection of EIV data:

1. Unauthorized disclosure – felony conviction and fine up to $5,000 or imprisonment up to five (5) years, as well as civil damages.
2. Unauthorized inspection – misdemeanor penalty of up to $1,000 and/or one (1) year imprisonment, as well as civil damages.

LMHA staff shall properly dispose of the EIV data as soon as it has met the audit requirements of the Housing Authority and the U.S. Department of Housing and Urban Development. All information contained in a resident/participant's file will be in a secure area.

The proper disposal of EIV originals and any documents created is shredding. The LMHA employee shall maintain a register of any EIV documents shredded.

LMHA will keep tenant files in a secure area. Access to the secure area will be limited to LMHA Staff or visitors escorted by LMHA Staff. Restricted areas will be marked clearly with appropriate signs.

LMHA will restrict access to EIV data only to those employees whose duties and responsibilities require access in order to determine the appropriate level of rental assistance.

LMHA Staff using the EIV system must sign a User Agreement.

LMHA provides applicants and tenants of PIH rental assistance with the ***"What you Should Know About EIV Guide"*** to educate families about EIV and inform them of how it affects their family.

LMHA will conduct a quarterly review of all User ID's issued to determine if the Users still have a valid need to access the EIV data.

APPENDIX 3 – SECTION 8 ADMINISTRATIVE PLAN

Lorain Metropolitan Housing Authority (LMHA)
Violence Against Women Act (VAWA) Policy

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 and more generally to set forth LMHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by LMHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA.;

B. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;

C. Creating and/or maintaining collaborative arrangements between LMHA, law enforcement authorities, victim service providers and others to promote the well-being of victims of actual and threatened domestic violence, dating violence, and stalking, who are assisted by LMHA; and

D. Taking appropriate action in response to a reported incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by LMHA.

III. Other LMHA Policies and Procedures

This Policy shall be referenced in and attached to LMHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of LMHA's Admissions and Continued Occupancy Policy and LMHA's Section 8 Voucher Administration Plan. LMHA's annual public housing agency plan shall also contain information concerning LMHA's activities, services or programs relating to domestic violence, dating violence, and stalking, if any.

IV. Definitions

As used in the Policy:

A. ***Domestic Violence*** – The term "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 cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under 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.

B. ***Dating Violence*** – means violence committed by a person:
(a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(b) where the existence of such a relationship shall be determined based on a consideration of the following factors:
(i) the length of the relationship.
(ii) the type of relationship.
(iii) the frequency of interaction between the persons involved in the relationship.

C. ***Stalking*** – means
(a) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
(ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
(b) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly commit acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or cause substantial emotional harm to
(i) that person;
(ii) a member of the immediate family of that person; or
(iii) the spouse or intimate partner of that person.

D. ***Immediate Family Member*** – means, with respect to a person
(a) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
(b) any other person living in the household of that person and related to that person by blood or marriage.

E. ***Perpetrator*** – means a person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

Non-Denial of Assistance. LMHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person has been a victim of domestic violence, dating violence, or stalking provided that such person is otherwise qualified for such admission.

VI. Termination of Tenancy or Assistance

A. **VAWA Protections.** Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by LMHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by LMHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any otherwise available authority of LMHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act of acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither LMHA nor a Section 8 Manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of LMHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant in the owner, manager, or LMHA, as the case may be, can demonstrate an actual an imminent threat to other tenant or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. **Removal of Perpetrator.** Further, notwithstanding anything in paragraph {VI.A.2} or Federal, State or local law to the contrary, LMHA or a Section 8 owner or manager, as the case may be, 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 acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction

removal, termination of occupancy rights or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by LMHA. Leases used for all public housing operated by LMHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by LMHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. ***Requirement for Verification.*** The law allows LMHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to a waiver as provided in paragraph VII.C., LMHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by LMHA. Section 8 owners or managers receiving rental assistance administered by LMHA may or may not elect to require verification as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, or stalking may be accomplished in one of the following ways:

1. **HUD-approved form** – by providing LMHA or the requesting Section 8 owner or manager HUD for4m #50066 which is available at LMHA, 1600 Kansas Ave., Lorain and all Development Offices of LMHA. The incident or incidents in question must be described in reasonable detail on the prescribed HUD 50066 and the certification must include the name of the perpetrator.

2. **Other documentation** – by providing LMHA or the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident must also sign and attest to the documentation under penalty of perjury.

3. **Police or court record** – by providing to LMHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police report describing the incident or incidents in question.

B. ***Time allowed to provide verification/failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking and who is requested by LMHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (excludes Saturdays, Sundays, and federal holidays) after receipt of the request for

verification. Failure to provide verification in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. ***Waiver of verification requirement***. The Executive Director of LMHA, or his designee, or a Section 8 owner or manager, may with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waive must be in writing. A waive in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VII. Confidentiality

A. ***Right of confidentiality***. All information (including the fact that an individual is a victim of domestic violence, dating violence, or stalking) provided to LMHA or a Section 8 owner or manager in connection with a verification required under section VII of this policy shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or

2. required for use in public housing eviction proceeding or in connection with termination of Section 8 assistance as permitted by VAWA, or

3. otherwise required by applicable law.

B. **Notification of rights**. All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by LMHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Transfer to New Residence

Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, LMHA may, if an approved unit size is available at a location that may reduce the risk of harm, approve a transfer by a public housing resident to a different unit in order to reduce the level of risk to the individual. The request to transfer must be accompanied by documentation of the incident as set forth in this policy.

A Section 8 assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect the health and safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened or harmed if the individual remains in the present dwelling unit.

X. Relationships with Service Providers

It is the policy of LMHA to cooperate with organizations and entities, both private and governmental that provide shelter and/or services to victims of domestic violence. At their discretions, if LMHA staff become aware that an individual assisted by LMHA is a victim of domestic violence, dating violence, or stalking, LMHA may make the victim aware of such providers of shelter or services as appropriate. This policy does not create a legal obligation requiring LMHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. LMHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which LMHA has referral or other cooperative relationships and/or agreements.

XI. Notification

LMHA provides written notification to applicants, tenants, and Section 8 owners and managers concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

APPENDIX 4 – SECTION 8 ADMINSITRATIVE PLAN

SELF-EMPLOYMENT/SMALL BUSINESS INCOME POLICY
LMHA HOUSING CHOICE VOUCHER PROGRAM (SECTION 8)

GROSS INCOME: Add all cash, checks, fair market value of property, and fair market value of services received during the year (provide monthly ledger and receipts). Income Tax 1040 including all Schedules and appropriate forms such as W-2 or 1099 must be submitted every year.

DEDUCTIONS: Not all IRS deductions are used to figure net income for the Section 8 program purposes. We do not consider transportation such as air fare, lodging, meals, business depreciations, entertainment, gifts.

PERSONAL CAR: Must have adequate records such as a written travel log with complete and accurate mileage records for each business use of the car. Actual expenses or standard mileage rate may be used.

There are NO deductions for personal use mileage.
There are NO deductions for travel from home to primary place of work.

Deductions may include:
- Travel from one work place to another
- Business trips to customers or meetings away from the work place
- Going to temporary workplace

ACTUAL EXPENSE METHOD: Add entire car operating expenses for the year including actual costs of gas, oil, tires, repairs, license fees, lease payments, registration fees, garage rental, insurance and depreciation. Based on business miles vs. personal miles, figure the percentage for business miles and multiply times (x) the total costs.

STANDARD MILEAGE RATE: Use standard mileage rate x business miles. Use of any actual operating expenses CANNOT be used with this method!

ASSETS: Property and equipment owned and used for the business. Keep complete and detailed records showing: (1) when purchased or acquired, (2) cost to you, (3) reason for use, (4) how much item is used for business vs. personal use. Life expectancy of item (#of years) divided into actual cost or value = 1 year deduction for each year used. Total cost cannot generally be deducted all in one year.

OFFICE SUPPLIES: Expenses appropriate for business, trade, or profession that are itemized with receipts. Examples: business cards, forms, pens, computer paper, etc.

NECESSARY EXPENSES: Expenses appropriate for business, trade, or profession that are itemized with receipts. Examples: License fees, required education or dues/fees.

Section 8 will calculate anticipated annual income by using 3 – 6 months provided ledgers and receipts which the participant provides as correct accounting records. The HA will have the right to complete retro changes and repay charges should income tax records prove the income was more than reported to the Section 8 department.

APPENDIX 5 – SECTION 8 ADMINISTRATIVE PLAN

LMHA POLICY FOR USE, RETENTION AND DISPOSAL OF CRIMINAL HISTORY INFORMATION

Under 24 CFR Part 5.903, 960 and 982, PHAs are authorized to obtain and use the criminal records to screen applicants for admission to Public Housing and the Section 8 Housing Choice Voucher (HCV) Programs, and for lease enforcement or eviction of families residing in Public Housing or receiving HCV assistance. Under these rules for both the Public Housing and HCV Programs, there are certain policies that PHAs much adopt to screen out applicants that have been engaged in specific criminal conduct. PHAs are required to adopt the following admissions standards that prohibit admission to applicants or lease provision that authorize a PHA to propose to evict a household for the following offenses:

* Persons currently engaged in illegal drug activity;
* 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;
* Persons convicted for producing Methamphetamine on federal assisted housing property;
* Sex offenders who are required by law to register with a law enforcement agency;
* Persons whom a PHA determines it has reasonable cause to believe the household member's illegal drug or alcohol abuse which would threaten the health, safety or interfere with the peaceful enjoyment of the premises by other residents; and
* Persons evicted from federally assisted housing for drug-related criminal activity less than 3 years ago, unless the tenant successfully completes a rehabilitation program approved by the PHA or the circumstances for the eviction no longer exist.

The PHA shall obtain written permission of the applicant to check for criminal history records through State or Local Law Enforcement Agencies.

Opportunity to Dispute. If the PHA obtains criminal record information from a State or Local Agency that shows that a household member has been convicted of a crime relevant to applicant screening, lease enforcement or eviction, the PHA must notify the household of the proposed action to be based on the information obtained and must provide the subject of the record and applicant or tenant a copy of such information and the opportunity to dispute the accuracy and relevance of the information. This opportunity must be provided before a final decision of denial of admission, eviction or lease enforcement action on the basis of such information.

Records Management. LMHA shall ensure that any criminal record received from a law enforcement agency is:

* Maintained confidentially;
* Not misused or improperly disseminated; and
* Destroyed, once the purpose (for which the record was requested) has been accomplished, including expiration of the period for filing a challenge to the LMHA action without institution of a challenge or the final disposition of any such challenge or legal litigation. Once LMHA has determined the records are of no further use, LMHA shall note on the "Criminal Record Disposition Form" the date of disposal (shredding), the LMHA employee disposing of the record and the name of the State or Local Agency from which the records were obtained.

Criminal records are to be managed in accordance with the requirements in 24 CFR 5.903 (g). Consent forms obtained from applicants expire automatically, immediately following the PHA's final decision to either approve or deny admission. If a person is denied admission, the record must be destroyed in a timely manner following the expiration period of the statute of limitations for civil action challenging a denial.

In addition, PHAs must handle any information obtained from other records in accordance with applicable State and Federal privacy laws and with the provision of the consent forms signed by the applicant/tenant. Any criminal history record information obtained through the submission of fingerprints to the FBI may be provided to the subject of the record upon his/her request. It is recommended that a receipt be signed by the subject upon issuance of the record for the protection of the PHA.