

*The Housing Authority of the
City of Lincoln, Nebraska*



**MOVING TO WORK
ANNUAL PLAN**

Fiscal Year 2009-2010

**LINCOLN HOUSING AUTHORITY
NE002**

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This Moving to Work (MTW) Annual Plan is prepared in accordance with the “Amended and Restated Moving to Work Agreement” between the Department of Housing and Urban Development and Lincoln Housing Authority. This agreement was signed by both parties in April, 2008 and extends the MTW program until the end of the housing authority’s 2018 Fiscal Year. The required elements of the Annual MTW Plan are detailed in HUD Form 50900 published July 24, 2008 (OMB Control Number: 2577-0216 Expiration Date: 8/31/2011).

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I. Overview

The Lincoln Housing Authority has a distinct number of goals and specific objectives that are integral to our success as a Moving To Work housing authority. These goals have been integral to our MTW program since the beginning and will continue to be a focal point for the duration of our MTW agreement.

GOAL I

Increase the number of Section 8 Housing Choice Voucher and Public Housing participants working or making progress towards educational goals, work experience, and self-sufficiency.

GOAL I OBJECTIVES:

- Provide incentives for able-bodied participants to work or seek self-sufficiency through job training or education. Also provide disincentives to able-bodied participants who choose not to work, seek job training, or further education.
- Form community and state partnerships to provide needed programs and services that encourage participation in recognized self-sufficiency programs.

GOAL II

Reduce administrative costs and achieve greater cost effectiveness in federal housing assistance expenditures while ensuring the continued integrity of the program.

GOAL II OBJECTIVES:

- Simplify the operation of the Section 8 Housing Choice Voucher program and the Public Housing program with the purpose of reducing calculation errors, staff review time, and program administrative costs.
- Work with landlords, housing participants, and human service organizations to identify areas of needed change in the operation of the Section 8 Housing Choice Voucher program and the Public Housing program.

GOAL III

Expand the spatial dispersal of assisted rental units and increase housing choices for voucher holders.

GOAL III OBJECTIVES:

- Provide incentives to seek housing opportunities outside areas of low-income concentration.
- Create affordable housing opportunities in growth areas of the community.

NEW AND ONGOING MTW INITIATIVES

For fiscal year 2009-2010, the housing authority will implement two new MTW initiatives:

- Change from annual reexaminations to biennial reexaminations for elderly and disabled households
- Implement a housing choice voucher inspection waiver for properties where the annual or initial inspections are without deficiencies.

The housing authority will continue to implement the following initiatives:

- Rent Reform Initiatives
 - Interim Reexaminations
 - Minimum Rent and 27% TTP
 - Calculation of Annual Income
 - Rent Burden Capped at 50% (voucher only)
 - Average Utility Allowances (voucher only)
- Other Initiatives
 - Income Eligibility
 - Preferences
 - Restricted Portability (voucher only)

II. General Housing Authority Operating Information

A. HOUSING STOCK INFORMATION

Number of Public Housing Units At the Beginning of the Year

Lincoln Housing Authority currently has 320 public housing units.

PROJECT	OCCUPIED UNITS	DESCRIPTION
AMP 1		
MAHONEY MANOR	120	Elderly\Near Elderly
AMP 2		
HALL	23	Scattered Site Family
HANSEN	48	Scattered Site Family
LARSON	24	Scattered Site Family
PEDERSON	24	Scattered Site Family
P30	30	Scattered Site Family
AMP 3		
F39	39	Scattered Site Family
A12	12	Scattered Site Family
TOTAL UNITS	320	Public Housing

No changes are planned in the number of public housing units.

General Description of any planned significant capital expenditures by development

Lincoln Housing Authority anticipates \$533,195.00 for capital expenditures through the Capital Fund Grant program. See Appendix C for the one and five year capital plan.

Description of any new public housing units to be added during the year by development (specifying bedroom size):

None

Number of units to be removed from the inventory during the year by development specifying the justification for the removal:

No dwelling units will be removed.

See Section VIII D. and Appendix B regarding transfer of non-dwelling property from public housing to appropriate cost centers

Number of Housing Choice Vouchers (HCV) units authorized:

Lincoln Housing Authority is authorized for:

- MTW: 2864 Housing Choice Vouchers
- Non-MTW: 20 Mainstream Housing Opportunity Vouchers
- Non-MTW: 35 Housing Choice Vouchers for the HUD-Veterans Affairs Supportive Housing (VASH) program

Number of HCV Units to be project-based, including description of each separate project:

Lincoln Housing Authority anticipates issuing a Request for Proposals for up to 40 Project-Based HCV units. The purpose will be to promote voucher utilization and expand housing choices for persons with disabilities. Responders will be required to provide a supportive services plan which will be evaluated along with other elements of proposals.

B. LEASING INFORMATION

Anticipated PH leased in the Plan year:

Lincoln Housing Authority has 320 public housing units and anticipates all 320 units will be leased with an average occupancy of 98% and a unit turnaround rate of 20 or less days per vacancy. Average turnover has been 67 units per year.

Anticipated HCV leased in the plan year:

All together, Lincoln Housing Authority has 2,919 vouchers (both MTW and non-MTW) and anticipates all units will be leased with an average occupancy of 98%.

Description of anticipated issues related to any potential difficulties in leasing units (HCV or Public Housing):

Public Housing:

Lincoln experiences a soft rental market with increased demands for higher level of amenities. This makes it more difficult to rent some public housing units including some 0-bedroom units at Mahoney Manor.

Housing Choice Voucher:

The HCV program expects to lease up 2,864 vouchers each month under the MTW program. An additional 20 vouchers will be leased under the Mainstream Housing Opportunities Program and 35 vouchers will be leased under the Veteran Affairs Supportive Housing (VASH) program which will not be under the MTW program.

Anticipated issues in leasing units:

- Rising utility costs will decrease the amount of housing assistance to apply towards to contract rent resulting in fewer affordable units available to participants
- Not enough funding to support 100% lease-up with a payment standard at 100% of the Fair Market Rent level could result in leasing less than 100% of the voucher allocation
- Increased property owner foreclosures resulting in decreased in owner participation and increased emergency re-locations for voucher participants

In addition, families are finding it difficult to secure a rental unit because they do not have funds for security deposits. Those with poor rental histories are also having increased difficulty in securing a unit. Lincoln Housing Authority manages a homeless deposit assistance program funded by the City of Lincoln through their CDBG funds. The Authority is also working in partnership with other human service agencies to promote tenant training through an established curriculum entitled “RentWise.”

Number of project-based vouchers in-use at the start of the Plan year:

There are no project-based vouchers at this time. However, Lincoln Housing Authority plans to issue a Request for Proposals for up to 40 Project-Based HCV units.

C. WAITING LIST INFORMATION

Description of anticipated changes in waiting lists (site-based, community-wide, HCV, merged):

No changes are anticipated in waiting list policies.

Description of anticipated changes in the numbers of families on the waiting list(s) and/or opening and closing of the waiting list(s):

Approximately 2,500 families remain on the HCV waiting list with over a year waiting period before they reach the top of the waiting list. The waiting list was last purged in July, 2008. The waiting list remains open with an average of 200 new applicants received per month.

Since 100% of the vouchers are being utilized and there is increased demand for affordable housing due to substantial increase in basic household expenses, it is anticipated the waiting list will grow with the wait time reaching as long as 24 months for non-preference families, elderly and disabled.

III. Non-MTW Related Housing Authority Information

This Section III is optional for the MTW Annual Plan. Lincoln Housing Authority elected to include the following description of other housing owned and/or managed by the agency to meet the needs of families with children as well as elderly and disabled individuals. These properties are geographically dispersed throughout the city and will serve households with income levels from moderate to extremely low.

TABLE OF OTHER HOUSING OWNED OR MANAGED

Project	Location	Units	Type
Arnold Heights	Northwest Lincoln and Scattered Locations	467	Affordable Market Rates; Owned by Lincoln Housing Authority
Lynn Creek	9 th Street and Garber Avenue	16	Affordable Market Rates–Income restricted (<80% of median income); Owned by Lincoln Housing Authority
Northwood Terrace	23 rd and Y Streets	77	Affordable Market Rents–Income restricted (<80% of median income); Owned by Lincoln Housing Authority
Heritage Square	23 rd and W Streets	47	Affordable Market Rents–Income restricted (<80% of median income); Owned by Lincoln Housing Authority
Wood Bridge (LHA)	22 nd Street and Pine Lake Road	17	Affordable Market Rents–Income restricted (<100% of median income); Owned by Lincoln Housing Authority
		17	Below Market Rents–Income restricted (<60% of median); Owned by Lincoln Housing Authority
		----- - 34	----- Total Units
Wood Bridge (Limited Partnership)	22 nd Street and Pine Lake Road	48	Tax Credit Project----Income restricted (<60% of median); Managed by Lincoln Housing Authority
		48	Affordable Market Rents–no income restrictions; Managed by Lincoln Housing Authority
		----- 96	----- Total Units
Summer Hill Townhomes	56 th Street and Union Hill Road	20	Tax Credit Project----Income restricted (<60% of median); Managed by Lincoln Housing Authority
		20	Affordable Market Rents—Income restricted (<100% of median income); Managed by Lincoln Housing Authority
		----- 40	----- Total Units

Summer Hill Apartments	56 th Street and Union Hill Road	48	Affordable Market Rents—Income restricted (<100% of median income); Owned by Lincoln Housing Authority
		48	Below Market Rents—Income Restricted (<60% of median); Owned by Lincoln Housing Authority
		----- - 96	Total Units
Crossroads House	1000 “O” Street	58	Tax Credit Project---Income restricted (<60% of median); Managed by Lincoln Housing Authority
Burke Plaza	6721 L Street	91	Section 8 New Construction; Owned by Lincoln Housing Authority
New 32	Scattered Sites	32	Section 8 New Construction; Owned by Lincoln Housing Authority
Prairie Crossing	35 th Street and Yankee Hill Road	33	Affordable Market Rents—Income restricted (<100% of median income); Managed by Lincoln Housing Authority
		43	Tax Credit Project Rents (<60% of median); Managed by Lincoln Housing Authority
		----- - 76	Total Units
Mod. Rehab.	Scattered Sites	10	Moderate Rehabilitation Program
TOTAL		1,130	Units Owned and/or Managed

Mod. Rehab.	Scattered Sites	10	Moderate Rehabilitation Program
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NARRATIVE DESCRIPTION OF OTHER HOUSING UNITS

Arnold Heights (467 dwelling units)

The Arnold Heights Subdivision is located in northwest Lincoln and consists of two, three, and four-bedroom duplexes and single-family homes built in the late 1950's. The units were acquired by the housing authority from the federal government in 1970 as a purchase of former air-base housing. Lincoln Housing Authority’s ownership represents approximately 47% of the housing in the subdivision. The balance is a mix of owner-occupied and privately owned rental housing. The remaining units are leased as affordable housing and consist of spacious two, three and four bedroom duplexes and single-family houses.

This project also includes 11 units in scattered locations in other parts of the city.

Lynn Creek (16 units)

Lynn Creek Apartments are located in the Belmont area at North 9th Street and Garber Avenue. Built in 1994/1995, all units are two bedroom apartments located in one of two brick buildings. Detached garages are available for rent. The Authority purchased Lynn Creek from an estate in 2000.

Northwood Terrace Apartments (77 units)

Located at 23rd and “Y” Streets Northwood Terrace offers one, two and three bedroom apartments. A coin-operated laundry facility and playground are on site. Built in 1969, the Authority purchased the project from five insurance companies in 1973.

In 1999, LHA converted an apartment and a no-longer-used community space at Northwood Terrace to an early child care facility operated by a non-profit agency. This facility was closed in 2007 due to loss of funding but the housing authority will consider proposals for future use of the building.

Heritage Square Apartments (47 units)

Located at 23rd and “W” Streets, Heritage Square offers studio, one, two and three bedroom apartments located in one of two secured access buildings with a laundry facility and playground on site. Built in 1972-73, the project was acquired from the U.S. Department of Housing and Urban Development after the previous owners defaulted on the mortgage in 1975.

Wood Bridge Apartments and Townhomes (130 units)

Wood Bridge is located in south Lincoln at South 22nd Street and Pine Lake Road. Built in 1998, the project consists of two bedroom apartments and three bedroom townhouses with full basements and attached garages. The Authority-owned portion of the Wood Bridge project consists of 16 two bedroom apartments and 18 townhouses. The remaining 96 units are owned by a Nebraska limited partnership, Wood Bridge Limited Partnership. The Authority manages all 130 units. The project is a mixed-income development. Half of all units are market rate; the other half are tax credit (reduced rent) units. Detached garages are available for an extra monthly fee.

The Wood Bridge development also includes a clubhouse/leasing office, a laundry/maintenance facility and playground equipment.

Summer Hill Apartments and Townhomes (136 units)

Summer Hill is located in south Lincoln at South 56th Street and Union Hill Road. Built in 2004, Summer Hill consists of 40 three bedroom townhouses with full basements and attached garages. The townhomes are owned by Summer Hill Limited Partnership and managed by Lincoln Housing Authority. Summer Hill also consists of 96 two bedroom apartments owned and managed by Lincoln Housing Authority. The project is a mixed-income development.

The Summer Hill development also includes a clubhouse/leasing office, a laundry/maintenance facility and playground equipment.

Crossroads House (58 units)

Located in downtown Lincoln at 1000 “O” Street, Crossroads House is a seven story building in downtown Lincoln. The residential portion of the building is owned by LLSCF Housing Limited and is managed by Lincoln Housing Authority. Housing is provided for seniors age 55 and older. The units are all one bedroom apartments and are operated as Tax Credit Units.

Crossroads House is staffed with a half-time resident services specialist who works with residents to provide a variety of educational, social, recreational and support services. Residents who are frail or disabled are eligible for additional support services through a program contract between LHA and the Lincoln Area Agency on Aging which has its main offices across the street from Crossroads House. Also across the street is the Downtown Senior Center which offers a variety of programs including a senior dining program.

Burke Plaza (91 units)

Located at 6721 “L” Street, Burke Plaza is a seven story brick building which provides housing for seniors and persons with disabilities. It was built in 1978 and is part of the Section 8 New Construction Program. All units are one bedroom. This project continues to receive funding under the Section 8 New Construction program from HUD; contracts are renewed on an annual basis.

Burke Plaza is staffed with a full time resident services specialist who works with residents to provide a variety of educational, social, recreational and support services. The residents are also served by the Congregate Housing Services Program (CHSP) through a grant from HUD to the Lincoln Area Agency on Aging. The building is also staffed by a full time maintenance and repair worker.

New 32 Units (32 units)

Constructed in 1980 under the Section 8 New Construction Program, these units consist of four single family homes and 28 duplexes. The total project consists of 16 two bedroom units and 16 three bedroom units. This project continues to receive funding under the Section 8 New Construction program from HUD; contracts are renewed on an annual basis.

Prairie Crossing Apartments and Townhomes (76 units)

Prairie Crossing is located in south Lincoln at South 33rd Street and Yankee Hill Road. Prairie Crossing is owned by Prairie Crossing Limited Partnership and is managed by Lincoln Housing Authority.. Completed in December, 2008, Prairie Crossing is a mixed income development with 20 three-bedroom townhomes with attached garage and full basement and 56 apartments (12 one-bedroom and 44 two-bedroom). Eighteen detached garages are available at additional cost. Prairie Crossing features a playground and basketball court. The clubhouse\leasing office has a fitness room, great room, kitchenette and outdoor patio with grill

NARRATIVE DESCRIPTION OF NON-DWELLING PROPERTIES

Main Office

Lincoln Housing Authority's central office is located at 5700 R Street, Lincoln, Nebraska. This facility houses the administrative offices as well as offices for project-based and tenant-based housing programs, tenant services, human resources, business and finance, planning and development, and computer and network systems.

LHA Maintenance Facility

The housing authority's primary maintenance facility is located at 4721 N.W. 48th Street. This location houses the maintenance inventory, vehicles, equipment, and staff. The maintenance facility was remodeled and modernized in 2008.

Carol M. Yoakum Family Resource Center

LHA built the Carol M. Yoakum Family Resource Center in Arnold Heights in 1995. The roughly 6,600 square foot facility houses a child care facility (operated by a separate non-profit agency), health clinics, a computer center, food and nutrition programs, adult basic education program, police sub-station and meeting room space available for family support and educational programs. Through staff at the center, LHA also serves as the lead agency for a community learning center program in the nearby elementary (K thru 6) school.

Lincoln Army Air Field Regimental Chapel

Adjacent to the Yoakum Family Resource Center is the Lincoln Army Air Field Regimental Chapel. LHA makes the chapel available for use by the general public.

Arnold Heights Branch Library

LHA provides both sides of a duplex residential building that houses the Arnold Heights Public Branch Library. This building is slated to be replaced with a new public library in the future. The public library will be integrated with a new elementary school being built to open for the 2009-2010 school year.

Crossroads House (commercial)

Lincoln Housing Authority owns commercial office space located on the first floor of Crossroads House, 1000 "O" Street. This was, at one time, an office location for the housing authority but staff were moved to the R Street location to reduce operating expenses. Part of the space is currently rented to a non-profit agency. The housing authority also owns a two-level parking garage at this location. Monthly parking spaces are rented to the residents of Crossroads House and the general public.

IV. Long-term MTW Plan

The Lincoln Housing Authority has participated in the HUD Moving To Work Demonstration program since 1999. Lincoln's Moving To Work program has concentrated its efforts in the following long-term operational vision for the MTW program.

- Retain program flexibility to meet the many changes encountered in program funding, local housing market conditions, and the needs of the families and individuals participating in Lincoln's Moving To Work program.
- Continue to seek ways to simplify and streamline the Section 8 Housing Choice Voucher program and Public Housing programs while protecting the integrity of the program and accepting accountability for administrative requirements. The Section 8 Housing Choice Voucher program is needlessly complicated for participants and implementing staff. The complexity of the system results in several areas where errors occur with substantial frequency. Tenants and landlords get confused by the complexity limiting participation by landlords and the lack of success by the tenants seeking units.
- Continue to promote opportunities for tenant self-sufficiency either through education or work experience. The need for lower-income participants to complete their education or expand their learning into advanced education provides a solid base for continued success in personal and family development. Work experience continues to be the core of our program.
- Continue the various community partnerships required to enhance participant opportunities in expanding family support services such as social services, education, transportation, and health care programs.

V. Proposed MTW Activities: HUD approval requested

The Lincoln Housing Authority (LHA) is proposing the following initiatives under the Amended and Restated Moving to Work Agreement:

Proposed Activity #1

Biennial Re-exams for Elderly or Disabled Households

(Public Housing & Housing Choice Vouchers)

A. Description of Proposed MTW Activity:

LHA will conduct a reexamination of an elderly or disabled household at least every two years. An elderly or disabled household is any family where the head or spouse (or sole member) is at least 62 years of age or a person with a disability.

All households will continue to have interim reexaminations according to administrative policy.

All other household compositions will continue with an annual reexamination.

B-C. Statutory objective and Anticipated Impact:

This initiative will reduce administrative burden and cost for the housing authority by substantially reducing the number of re-examinations performed by staff. Elderly and disabled households generally do not have much variance in their income.

This activity will result in less burden on elderly and disabled tenants to prepare for and attend reexaminations. Staff time will also be saved by fewer reexaminations and related costs for forms, copying, and postage will also be saved. The overall financial impact is anticipated to be neutral. Whereas we will not be counting increases in income and adjusting total tenant payments and assistance payments, we will not also be increasing a tenant's utility allowances until the biennial re-exam. Together, these two adjustments would be expected to cancel each other out.

D. Baselines and Benchmarks:

Using PIC data, the housing authority established a baseline level of Annual Reexaminations for a 12 month period ending July 31, 2008. Baseline data shows the following:

Public Housing Annual Reexaminations	Count	Percentage
Elderly Households	61	21.9%
Disabled Households	60	21.5%
Family Households	159	56.6%
Total	279	100.0%

Housing Choice Voucher Annual Reexaminations	Count	Percentage
Elderly Households	227	9.3%
Disabled Households	950	38.8%
Family Households	1,274	51.9%
Total	2,451	100.0%

E. Data Collection and Metrics:

Data will be collected by fiscal year from the PIC system.

F. Authorizations:

Public Housing:

This MTW activity is authorized in Attachment C, Section C.4 Initial, Annual and Interim Income Review Process. Under this section, the housing authority is authorized to restructure the initial, annual and interim review process in the public housing program in order to affect the frequency of the reviews and the methods and process used to establish the integrity of the income information provided. This authorization waives certain provisions of Section 3(a)(1) and 3(a)(2) of the 1937 Act and 24 C.F.R. 966.4 and 960.257, as necessary to implement the Agency's Annual MTW Plan

Housing Choice Vouchers:

This MTW activity is authorized in Attachment C, Section D.1 Operational Policies and Procedures (c). Under this section, the housing authority is authorized to define, adopt and implement a reexamination program that differs from the reexamination program currently mandated in the 1937 Act and its implementing regulations. This authorization waives certain provisions of Section 8(o)(5) of the 1937 Act and 24 C.F.R. 982.516 as necessary to implement the Agency's Annual MTW Plan.

G. Information for Rent Reform Initiatives:

Not applicable to this initiative.

Proposed Activity #2
HQS Inspections Waiver

(Housing Choice Vouchers)

A. Description of Proposed MTW Activity:

To encourage participating landlords and tenants to maintain their units in compliance with Housing Quality Standards (HQS), the required annual inspection will be waived for one year if the annual inspection meets 100% HQS upon first inspection at initial or annual inspection. All units will be inspected at least every other year. This initiative will also allow inspections to coincide with the next annual reexamination date rather than HUD’s interpretation that inspections be conducted within 365 days of the previous inspection. This interpretation resulted a schedule to reinspect every 10 months to ensure compliance with the interpretation of “every 365 days.” Special inspections will continue to occur as determined by LHA.

B-C. Statutory objective and Anticipated Impact:

This initiative will reduce the number of inspections and thereby will reduce cost and achieve cost effectiveness.

The anticipated impact is that the success rate on initial inspection will go up for properties because, if they do, then there is a waiver of the next annual inspection This initiative will also reduce the number of

D. Baselines and Benchmarks:

The baselines for this initiative are the number of annual inspections during a 12 month period and the success rate percentage on 1st inspection. The number of annual inspections is expected to be reduced while the success rate percentage is expected to go up.

Baseline data is provided from fiscal year 2006-2007 for the Housing Choice Voucher Program:

Annual Inspections	2,767
Initial Inspections	1,432
Special Inspections	11
Total Inspections	4,210
Passed at First Inspection	65%
Failed at First Inspection	35%
Total Inspections	100%

E. Data Collection and Metrics:

The housing authority will monitor the number of housing units that pass first inspection at the annual or initial HQS inspection. Data will be maintained on how many units are skipped in the next year because of this initiative.

F. Authorizations:

Housing Choice Vouchers

This MTW activity is authorized in Attachment C, Section D.5. Ability to Certify Housing Quality Standards. Under this section, the housing authority is authorized to certify that housing assisted under MTW will meet housing quality standards established or approved by HUD. The certification form will be approved or provided by HUD. This authorization waives certain provisions of Section 8(o)(8) of the 1937 Act and 24 C.F.R. 982, Subpart I as necessary to implement the Agency's Annual MTW Plan.

G. Information for Rent Reform Initiatives:

Not applicable to this initiative.

VI. Ongoing MTW Activities: HUD approval previously granted

- A. Activities Continued from Prior Plan Year(s)
- B. Update on the Status of Activity

RENT REFORM INITIATIVES	
ACTIVITY	DESCRIPTION
<p style="text-align: center;"><u>Interim Reexaminations</u> (HCV & PH Programs)</p> <p style="text-align: center;"><u>Effective Date:</u> July 1, 1999</p>	<p>The housing authority has continued the following policy for interim re-examinations.</p> <p><u>Income increase:</u> If the family's income increases without a change in family composition, then LHA will wait until the annual re-examination to re-determine any possible rent increase. Families who report zero income will be required to report income changes at their quarterly certification and rents will be changes accordingly.</p> <p><u>Income decrease:</u> LHA will review with the family if there are other related changes which should be considered when determining the rent adjustment. LHA will not lower rent for payments due to a temporary loss of income of one month (30 days) or less duration. If a family member has reduced or terminated employment income, LHA will make the rent decrease 90 days after the decrease in income occurred or after all verifications are received to redetermine eligibility, whichever is the latest.</p>
	UPDATE ON STATUS OF ACTIVITY
	<p>The Quality Housing and Work Responsibility Act (QHWRA) of 1998 incorporated the Lincoln Housing Authority's MTW initiative on interim reexaminations. The housing authority continues to implement the policy of decreasing rent 90 days after a decrease in income has occurred.</p>

ACTIVITY	DESCRIPTION
<p><u>Minimum Rent and 27% TTP</u> (HCV & PH Programs)</p> <p><u>Effective Date:</u> April 1, 2008 (new admissions and transfers) July 1, 2008 (annual reexaminations)</p>	<p>1. All subsidized households are responsible to pay the owner a minimum of \$25.00 for tenant rent. The higher of the TTP minus the utility allowance or \$25.00 is used to determine the tenant rent to the owner. This requirement is waived if the head of household is disabled and has a current Social Security application pending.</p> <p>2. Total Tenant Payment (TTP) is determined on 27% of gross income with no allowable deductions.</p>
	<p style="text-align: center;">UPDATE ON STATUS OF ACTIVITY</p> <p>Lincoln Housing Authority continues to transition to this new rent system and collecting data on its impact. While the new way of calculating rent is simpler, additional staff time has been given to tenant education. A hardship policy has been implemented and a number of households have benefitted from the hardship policy. Data is being collected on this as well.</p>

ACTIVITY	DESCRIPTION
<p><u>Calculation of Annual Income</u> (HCV & PH Programs)</p> <p><u>Effective Date for A:</u> July 1, 1999</p> <p><u>Effective Date for B, C, D:</u> April 1, 2008 (new admissions and transfers) July 1, 2008 (annual reexaminations)</p>	<p>A. Minimum Earned Income LHA will include a minimum amount of earned income when calculating Annual Income whether or not a family is working. The minimum amount of earned income for families with one eligible adult will be based on 25 hours per week of employment at the federal minimum wage. The minimum amount of earned income for families with two or more eligible adult members will be based on 40 hours per week of employment at minimum wage. LHA will count the higher of the Minimum Earned Income (MEI) or the actual earned income for the household. The minimum earned income will be added to any unearned income the family receives. Eligible adults are persons 18 years of age or older who do not qualify for an exemption from the MEI. All adults in the household must be exempt in order for the household to be exempt from the minimum earned income requirements. LHA has 8 categories of exemptions such as illness, elderly or disabled, students, caretakers, and participants in approved self-sufficiency programs.</p> <p>B. Calculation of Asset Income For households with total assets for which the face value is equal to or greater than \$5,000, asset income will be based on the HUD passbook rate multiplied by the face value. Verification requirements are modified to allow as first level of acceptable verification the household provided documents such quarterly or end of year statements</p> <p>For assets under \$5,000 in face value, first acceptable verification level is self-certification of face value and income. The income will be excluded if total assets are under \$5,000.</p> <p>C. LHA will utilize Enterprise Income Verification (EIV) as the first level of acceptable verification. In lieu of third party verifications, tenant provided documents would be second level of acceptable verifications for the following situations: Earned Income: three months pay statements (pay stubs) Social Security Income: the last Social Security Statement issued to the household by the Social Security Administration.</p> <p>D. LHA will not implement regulatory provisions related to Earned Income Disregard income exclusions, imputed welfare income, and student earned income exclusions for adults 22 and older.</p>
UPDATE ON STATUS OF ACTIVITY	

	<p>The MEI has been a part of the housing authority's MTW program from the beginning. There has been some discussion among staff and with the Resident Advisory board about increasing the number of hours per week that would be used to calculate the MEI, but changes to the federal minimum wage had the same effect as increasing the number of hours used to calculate the MEI.</p>		
	<u>Annual</u>	<u>Annual</u>	
	Federal Hourly Minimum Wage:	<u>MEI (25 hours)</u>	<u>MEI (40 hours)</u>
	Prior to July 24, 2007	\$5.15	\$6,695
	Effective July 24, 2007	\$5.85	\$7,605
	Effective July 24, 2008	\$6.55	\$8,515
	Effective July 24, 2009	\$7.25	\$9,425
	<p>LHA implemented the asset income and verification initiatives in 2008. Staff report they are saving a significant amount of processing time because of these initiatives.</p>		

	DESCRIPTION
<p><u>Rent Burden</u> (HCV Program)</p> <p><u>Effective Date:</u> February 1, 2008</p>	<p>The maximum initial rent for a family shall not exceed 50% of their monthly adjusted income at the time of approving tenancy and executing a HAP contract.</p>
	UPDATE ON STATUS OF ACTIVITY
	<p>When starting MTW in 1999, the housing authority elected to have no cap on rent burden in order to give maximum choice to voucher participants. However, an increasing number of households have been putting their housing in jeopardy because their housing choice required 60%, 70% or more of their household income. Given this trend, the housing authority in consultation with the Resident Advisory Board felt a rent burden cap was needed but elected to go higher than normal HUD rules.</p>

	DESCRIPTION
<u>Average Utility Allowances</u> (HCV Program) <u>Effective Date:</u> July 1, 1999	<p>LHA uses one standard utility allowance per bedroom size and will not issue utility reimbursement checks or payments. The utility allowances are calculated annually using the current average utility cost per number of bedrooms per unit.</p>
	UPDATE ON STATUS OF ACTIVITY
	<p>Voucher participants continue to appreciate the simplicity of average utility allowances as it helps them to know the amount of rent assistance they can expect when searching for a unit as well as target rent to achieve. They can also understand the value of finding units that are energy efficient or with landlord paid utilities.</p> <p>Having recently implemented Veterans Affairs Supportive Housing (VASH) program under regular voucher rules, clients and client advocates find the regular rules confusing and complex. Anecdotal reports shows strong support for the average utility allowance.</p>

OTHER INITIATIVES	
ACTIVITY	DESCRIPTION
<u>Income Eligibility</u> (HCV & PH Programs) <u>Effective Date:</u> July 1, 1999	<p>All applicants for HUD subsidized units must provide adequate evidence that the household's anticipated annual income for the ensuing twelve month period does not exceed the following income limits based on area median income adjusted for family size:</p> <p style="margin-left: 100px;">Public Housing: 80% of median income Housing Choice Voucher: 50% of median income.</p> <p>Income targeting will not be used.</p>
	UPDATE ON STATUS OF ACTIVITY
	<p>Under the Current Fair Market Rents (FMRs), a household at 50% of median income would not qualify for a rent benefit. LHA's preferences ensure the needs of extremely low income households are met.</p>

ACTIVITY	DESCRIPTION
<p><u>Preferences</u> (HCV & PH Programs)</p> <p><u>Effective Date:</u> July 1, 1999</p>	<p>LHA gives a higher priority for selection to applicants who are currently eligible for one or more preferences. A family qualifying for one preference is given the same priority as a family qualifying for two preferences.</p> <p><u>Housing Choice Voucher Preferences:</u></p> <ul style="list-style-type: none"> -Homeless -Displaced by Disaster -Displaced by Domestic Violence -Certain Military Households -Participants in Employment First or other Approved Self-Sufficiency Program <p><u>Public Housing Preferences:</u></p> <ul style="list-style-type: none"> -Homeless -Displaced by Disaster -Displaced by Domestic Violence -Working Family (includes elderly or disabled except at Mahoney Manor)
	UPDATE ON STATUS OF ACTIVITY
	<p>The housing authority continues to partner and collaborate with Nebraska's Welfare to Work program by providing a preference to participants in Employment First. This partnership and others help focus participants on activities that promote education and employment to help achieve self-sufficiency. The preferences have also helped ensure the housing needs of extremely low income households are met.</p>

ACTIVITY	DESCRIPTION
<p><u>Restricted Portability</u> (HCV Program)</p> <p><u>Effective Date:</u> July 1, 1999</p>	<p>Voucher participants will not be allowed to port out unless the family requests and is granted an exception as a reasonable accommodation for a disability, employment, education, safety or medical need.</p>
	UPDATE ON STATUS OF ACTIVITY
	<p>The housing authority has had several fair housing complaints regarding our restricted portability but all determinations at this time have shown that the housing authority did not discriminate in denying requests to port. Most complaints come from households who initially ported into Lincoln. Prior to porting into Lincoln, the housing manager educates and warns the household about Lincoln's restricted portability.</p>

C Anticipated Changes, Modifications, or Additions to Attachment C Authorizations

Not Applicable

D. Description of Outside Evaluations

In October, 2003, the University of Nebraska completed a study on Tenant/Client Participation in the MTW Demonstration Project. This publication has previously been provided to HUD.

No additional outside evaluations are planned at this time.

VII. Sources and Uses of Funding

The planned sources and uses of funds for fiscal year 2009-2010 for the Lincoln Housing Authority are estimated based on past experience and anticipated federal funds.

- A. Planned Sources and Uses of MTW Funds
- B. Planned Sources and Uses of State or Local Funds
- C. Planned Sources and Uses of the Central Office Cost Center (COCC)

Note: See Appendix C for Capital Fund Program Report and Plan

Financial Resources: Planned Sources and Uses of Funds April 1, 2009 to March 31, 2010						
		MOVE TO WORK PROGRAM				
Sources	TOTAL	PUBLIC HOUSING	SECTION 8 HCV	OTHER PROGRAMS	CENTRAL OFFICE COST CENTER	USES OF FUNDS
FEDERAL GRANTS						
-Public Housing Operating Subsidy	\$515,000	\$515,000				Public Housing Operations
-Public Housing Capital Grant	\$533,000	\$533,000				Public Housing Capital Improvements
-Public Housing Fss Ross Grant	\$50,000	\$50,000				FSS Coordinantor
-Section 8 Housing Assistance	\$12,729,902		\$12,101,302	\$628,600		Housing Assistance Payments
-Section 8 Administrative Fees	\$1,549,682		\$1,532,682	\$17,000		Section 8 Operations
-Hcv Fss Coordinator Grant	\$59,160		\$59,160			FSS Coordinator
-Home Funds	\$25,000			\$25,000		Security Deposit Assistance
RENTAL INCOME						
-Dwelling Leases	\$5,687,300	\$1,040,000		\$4,647,300		Operations
-Parking Garages	\$72,100			\$72,100		Operations
OTHER INCOME						
-Interest	\$553,200	\$15,500	\$90,000	\$447,700		Operations
-Tenants	\$158,210	\$36,700	\$21,110	\$100,400		Operations
-Other - Laundry, Etc.	\$71,200	\$28,500	\$6,000	\$36,700		Operations
-Direct Reimbursements	\$490,700			\$490,700		Reimbursement of Expenses
-Grants	\$34,000			\$34,000		Services

CENTRAL OFFICE COST CENTER						COCC
-Management Fee	\$1,149,300			\$180,100	\$969,200	Operations
-Bookkeeping Fee	\$360,500				\$360,500	Operations
-Asset Management Fee	\$132,800				\$132,800	Operations
-Capital Improvements Fee	\$193,600				\$193,600	Administer Capital Improvements
-Fees for Service	\$1,864,700				\$1,864,700	Service Expenses: Central Maintenance, Inspections, and Intake
-Direct Reimbursements	\$70,600				\$70,600	Reimbursement of Expenses
TOTAL SOURCES	\$26,299,954	\$2,218,700	\$13,810,254	\$6,679,600	\$3,591,400	

Disclaimer: The information contained in this "Planned Sources and Uses of Funds" are only estimates. The HUD funding has not yet been determined. Also, the estimates in this report were prepared prior to the completion of the Housing Authority Budget and are not taken from a Board Approved operating budget.

The Lincoln Housing Authority (LHA) has adopted cost accounting and financial reporting methods that comply with OMB Circular A-87, OMB Circular A-133, and generally accepted accounting principles (GAAP). LHA's budgeting, accounting and financial management comply with the requirements of HUD's property-based/asset management requirements. LHA does retain full authority to move MTW funds and project cash flow among projects, without limitation, under its asset management program.

LHA utilizes four methods for allocating costs to projects.

Direct Costs: Expenditures are matched as closely as possible to the various projects. Direct expenses, expenses that are clearly associated with a given project, are charged directly to that project.

Fee Approach: LHA assesses fees to the various projects for the purpose of operating a central office cost center. Each project pays management fees, bookkeeping fees, asset management fees, and grant management fees (as they pertain to each project) into the central office cost center. LHA utilizes the HUD published fee schedule.

Fee for Service Approach: The LHA maintains a central maintenance facility as many of its properties are scattered houses and duplexes located throughout the city. A work order is prepared for each job charging an hourly fee for actual time spent on the job. Material costs are also recovered on the job work order.

Indirect Cost Allocation: LHA allocates inspection and intake costs each month. Inspection and intake expenses are accumulated each month and allocated to the projects based on the projected

number and type of inspections (for inspection costs) and the projected number of units leased (for intake costs).

The following parts of Section VI of the Annual MTW Plan are **NOT APPLICABLE** to Lincoln Housing Authority:

- D. Alternative Fee and/or Cost Allocation Methodology
- E. Description of Single-Fund Flexibility

The following parts of Section VI of the Annual MTW Plan are **OPTIONAL** and Lincoln Housing Authority elected not to provide these sections:

- F. Reserve Balances at Beginning of Plan Year
- G. Sources and Uses by AMP

VIII. Administrative

A. Board Resolution Adopting the Annual MTW Plan Certification of Compliance

See Appendix A

B. Planned or Ongoing Agency-directed Evaluations of the Demonstration

Not Applicable

C. Violence Against Women Act (VAWA)

Lincoln Housing Authority's program policies and procedures intend to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. The following policies or activities have been established in the Section 8 Administrative Plan to support these victims.

- LHA collaborates with all domestic violence agencies. Paper and on-line housing applications are made available at the local shelter. Domestic violence staff is provided an opportunity to be trained by LHA staff on how to complete on-line applications. The use of on-line applications allows the applications to be expedited and allows the victim to stay in their secured environment.
- A preference is established for the Housing Choice Voucher waiting list for domestic violence victims.
- The domestic violence victim retains their voucher during a household separation.
- Housing Choice Voucher participants are able to port-out their vouchers out of the LHA jurisdiction for domestic violence or other safety reasons.
- Families are allowed to transfer their voucher from the contracted unit during a 12-month period if the family is fleeing for their safety which requires relocation.
- LHA reviews police activity in all units owned by LHA or assisted by Section 8 monthly to determine the need for family support services. A LHA Family Support Worker will contact the victim to assist with obtaining the appropriate resources.
- Through the City of Lincoln's Urban Development Department, LHA provides security deposit assistance to homeless domestic violence victims that are voucher participants.
- Through the Housing Choice Voucher program, a Homeless program has been established with homeless agencies. The local domestic violence agency is a committee member and case manager for this Homeless program. The Domestic Violence case manager provides referrals to the program. This program allows the victim to receive a specialized voucher and provide supportive assistance to stabilize the family.
- During Housing Choice Voucher program admissions, eligibility re-certification and transfer, participants are notified of the VAWA of 2005 and provided the HUD form 50066,

Certification of Domestic Violence, Dating Violence or Stalking.

- 100% of the participating landlords were notified of the VAWA statements added to their Housing Assistance Payment contract via newsletter and mailing of contract amendments.

D. Transfer of Non-Dwelling Property from Public Housing to Appropriate Cost Centers

As part of the move to Project-based Accounting and Asset Management, HUD is requiring housing authorities to assign balance sheet items between the asset management projects and the central office cost center. HUD issued Notice PIH 2008-17 requiring the transfer of such assets and the steps to do so. The Board of Commissioners approved a Resolution for “Assignment of Non-Dwelling Property Out of the Public Housing Program.” The Resolution is provided in Appendix C and specifically cites the Central Office Building located at 5700 R Street, Lincoln, NE and the Carol Yoakum Family Resource Center located at 4621 NW 48th Street, Lincoln, NE. The Resolution calls for an approximate HUD pro-rata share of the total market value of \$443,979 be transferred out of Public Housing and into the appropriate costs centers and that the Declaration of Trust be removed from each property.

The Lincoln Housing Authority is requesting an exception under 24 CFR part 85.6(c) from the requirement to reimburse the federal government for its equity in the non-dwelling property being transferred.

See Appendix B

E. Resident and Public Comment and Response

See Appendix D

F. Admissions and Continued Occupancy Plan

See Appendix E

G. Section 8 Administrative Plan

See Appendix F

IX. Appendices A - F

- A. Annual MTW Certifications of Compliance
- B. Documents on Assignment of Non-Dwelling Property out of Public Housing
- C. Capital Fund Program Report and Plan
- D. Resident and Public Comment and Agency Response
- E. Admissions and Continued Occupancy
- F. Section 8 Administrative Plan

Appendix A

**Board Resolution Adopting
the
Annual MTW Plan Certification of Compliance**

HOUSING AUTHORITY
OF THE
CITY OF LINCOLN, NEBRASKA

RESOLUTION NO. 748

APPROVING THE LINCOLN HOUSING AUTHORITY
MOVING TO WORK ANNUAL PLAN
SUBMITTAL FOR FY 2009

WHEREAS, the U. S. Department of Housing and Urban Development has entered into an agreement with the Lincoln Housing Authority for participation in the HUD Moving To Work demonstration program; and

WHEREAS, under the Agreement, the Lincoln Housing Authority is required to prepare for and submit to HUD an Annual Moving To Work Plan; and

WHEREAS, the Lincoln Housing Authority has prepared such a Plan in accordance with HUD's rules, regulations and guidance; and

WHEREAS, HUD requires the LHA Board of Commissioners to certify that the MTW Plan was prepared in compliance with HUD regulations; and

WHEREAS, the MTW Annual Plan must be approved by the LHA Board of Commissioners for submittal to HUD;

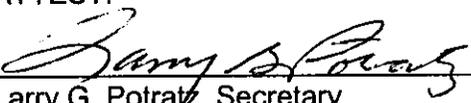
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Lincoln that the FY 2009 Annual Moving To Work Plan is hereby approved for submittal to HUD; and

BE IT FURTHER RESOLVED by the Board of Commissioners that the Chair or Vice-Chair of the Board is authorized to sign the HUD-required Certifications of Compliance to be submitted to HUD in conjunction with the FY 2009 Annual Moving To Work Plan submittal.

Dated this 8th day of January, 2009.



Orville Jones III, Vice-Chair

ATTEST:


Larry G. Potratz, Secretary

**Annual Moving to Work Plan
Certifications of Compliance**

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

**Certifications of Compliance with Regulations:
Board Resolution to Accompany the Annual Moving to Work 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 Annual Moving to Work Plan for the PHA fiscal year beginning 04/01/09, 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 PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the PHA and conducted a public hearing to discuss the Plan and invited public comment.
2. The Agency took into consideration public and resident comment before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan;
3. The PHA 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.
4. 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.
5. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
6. 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.
7. 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
8. The PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
9. The PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
10. 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.
11. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
12. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
13. 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.
14. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
15. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

16. 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) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).

17. 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 Moving to Work Agreement and Statement of Authorizations and included in its Plan.

18. All attachments to the Plan have been and will continue to be available at all times and all locations that the 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 Plan and will continue to be made available at least at the primary business office of the PHA.

Housing Authority of the
City of Lincoln, Nebraska

NE002

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)

Orville Jones III

Vice-Chair

Name of Authorized Official

Title


Signature

January 8, 2009

Date

Appendix B

Documents for Disposition of Non-Dwelling Real Property

Commissioners:
Jan Gauger, Chair
Orville Jones, III, Vice Chair
Dallas McGee
Kimberly Bro
Georgia Glass



Executive Director
Larry G. Potratz

P.O. Box 5327 • 5700 R Street • Lincoln, Nebraska 68505

October 10, 2008

Debra Lingwall, Program Center Coordinator
Edward Zorinsky Federal Building
Suite 329
1616 Capitol Avenue
Omaha, NE 68102-4908

Re: Disposition of Non-Dwelling Real Property under Asset Management
PIH 2008-17

Dear Ms. Lingwall,

Enclosed are the items, as set forth in Notice PIH 2008-17, to re-assign assets not necessary for the operation of the Public Housing projects.

- LHA Board Resolution # 745
- Request for HUD Removal of Declaration of Trust
- Lancaster County Assessor printouts showing addresses and legal descriptions
- Market Value letter from RD Hinkley
- Calculation of HUD Pro-rata share of market value

Should you have any questions or comments please contact Stanley Sunblade at: StanS@L-Housing.com or you may reach him by telephone at (402) 434-5560.

Sincerely,

Larry G. Potratz,
Executive Director

Enc.

Telephone: (402) 434-5500 Fax: (402) 434-5502
(TDD) Telecommunication Device for Deaf: 1-800-545-1833 Ext. 875
Email: Info@L-Housing.com www.L-Housing.com

Request to HUD For Removal of Declaration of Trust
Non-Dwelling Property

Attached is a list of non-dwelling property not associated with any particular asset management project and therefore not detrimental to the operation of public housing. The properties are: The Central Office Building at 5700 R Street, Lincoln, NE and the Carol Yoakum Family Resource Center located at 4621 NW 48th Street, Lincoln, NE. The list includes the original cost of each building along with improvements and additions made over the years.

REQUEST TO REMOVE DECLARATION OF TRUST: The Lincoln Housing Authority requests HUD's approval to remove the declaration of trust from these two properties and that the properties be properly reassigned out of Public Housing and into the Central Office Cost Center and to the Family Resource Center. This property is not detrimental to the operation of the public housing program.

REQUEST FOR AN EXCEPTION UNDER 24 CFR part 85.6(c): The Lincoln Housing Authority requests an exception under 24 CFR 85.6(c) requiring the reimbursement to the federal government for its equity in the attached list of non-dwelling property. The Dept of HUD previously approved the expenditure of these funds and the Lincoln Housing Authority had not anticipated the need to reimburse HUD for these expenditures. HUD is requiring housing authorities to assign assets between the asset management projects and the central office cost center as part of the conversion to Project Based Accounting and Asset Management. The Lincoln Housing Authority does not have funds available to reimburse the federal government and therefore is requesting an exception to this requirement.

BOARD RESOLUTION AUTHORIZING THE REQUEST: Attached is the board resolution authorizing the assignment of non-dwelling property out of the Public Housing Program. The board resolution includes the fair market value of the property and a determination that the reassignment of the non-dwelling real property will not be detrimental to the operation of public housing for the Lincoln Housing Authority.

HOUSING AUTHORITY
OF THE
CITY OF LINCOLN, NEBRASKA

RESOLUTION NO. 745

ASSIGNMENT OF NON-DWELLING PROPERTY OUT OF THE PUBLIC HOUSING
PROGRAM

WHEREAS, the Housing Authority of the City of Lincoln is converting to Project Based Accounting as prescribed by the Department of Housing and Urban Development; and

WHEREAS, the Public Housing assets are required by the Department of Housing and Urban Development to be assigned to the Asset Management Projects (AMPs) or the Central Office Cost Center as part of this conversion; and

WHEREAS, certain non-dwelling properties are more appropriately reported with the Central Office Cost Center and Family Resource Center; and

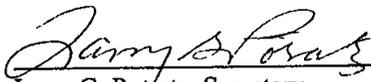
WHEREAS, transfer of these properties out of public housing will not be detrimental to the operation of the public housing program; and

WHEREAS, the Lincoln Housing Authority does not have funds available to reimburse the federal government for their pro-rata share of the market value of these non-dwelling properties;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that a request will be made to HUD as follows: That the Central Office Building located at 5700 R Street, Lincoln NE and the Carol Yoakum Family Resource Center located at 4621 NW 48th Street, Lincoln, NE together with an approximate HUD pro-rata share of total market value of \$443,979 be transferred out of Public Housing and into the appropriate cost centers and that the Declaration of Trust be removed from each property; and

BE IT FURTHER RESOLVED the Lincoln Housing Authority will request an exception under 24 CFR part 85.6(c) from the requirement to reimburse the federal government for its equity in the non-dwelling property being transferred.

Dated this 9th day of October, 2008



Larry G. Potratz, Secretary



Jan Gauger, Chair

http://orion.lancaster.ne.gov/appraisal/publicaccess/PropertyDetail.aspx?PropertyNumber=11-06-3 - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Google

LANCASTER COUNTY ASSESSOR

County Assessor/Registrar of Deeds

Property Detail Sheet (R44826)

[Treasurer Info](#)
[GIS Map](#)
[Datasheet](#)
[Comp Sales](#)
[View Images](#)

Owner Information

Owner Name: LINCOLN HOUSING AUTHORITY
 Owner Address: 5700 R ST
 LINCOLN, NE 68505
 Property Address: 4601 NW 48 ST
 LINCOLN, NE

Parcel Information

Legal Description: S6, T10, R6, 6th Principal Meridian, LOT 18 SW
 Property ID: 11-06-300-003-000
 Exemption Codes: Lincoln (City of Lincoln)
 Map Page:
 Primary Class: C1(Commercial Improved)
 Primary Use: 15(Other - Commercial)
 Zoning: P(P-Public)
 Neighborhood: NWCOM(Northwest Lincoln)
 Improvement Type: N/A
 Year Built: N/A
 Number of Buildings: N/A

Sales History

Instrument #	Sale Date	Sale Price
199402 1468	03/24/1994	0

2008 Assessed Value

Total Non Ag Value:	\$101,750
Total Ag Value:	\$0



09 SEP -0 11:4:04

September 10, 2008

Lincoln Housing Authority
Larry Potratz, Executive Director
5700 R Street
Lincoln NE 68505

Dear Mr. Potratz,

On August 26, 2008, I inspected on site, both your facilities located at 5700 R and 4621 NW 58th Street. The purpose of this inspection was to determine a fair market value for the buildings. The following are my conclusions:

The Lincoln Housing Authority's main office at 5700 R Street, Lincoln NE was built in 1978. A major addition was added to the front of the building in 2000. An elevator was put in at that time to serve the new addition and offices occupying the lower level. Approximately two thirds of the lower level is finished, ceilings are high and there is no feeling of being in a basement. The glass building is 21,622 sq. ft., sprinkled throughout brick veneer, masonry and steel construction, flat rubber membrane roof. The property is zoned O-2, suburban office. As to quality of the building, the building would be considered a Class B building. Using an income approach to fair market value. Using fair market rents for this class of building. My calculations for the net operating income is \$203,245 using an 8.5% capitalization rate, we have an indicated market value of 2,371,111. I believe if you put your building up for sale with LHA as the Tenant, the building would sell for between 2.3 and 2.4 million.

To meet the market demands for parking the building should have 92 parking stalls. We have 49 stalls on the site, with 20 stalls under contract from the adjacent church. The capitalized cost of the parking should be deducted from the indicated market value, reducing this market value by \$30,000. This amount is not large enough to affect the present market value of 2.3 to 2.4 million.

The building known as Carol Yoakum Family Center at 4621 NW 48th, Lincoln NE was built in 1995. It is 6198 sq. ft., slab on grade, residential type of construction, wood frame with some brick veneer. No sprinkler system. It has 10 parking stalls with adjacent shared parking for overflow. It is zoned P for public use. Its use is a childcare center, police sub-station and community meeting room. Building has very plain construction, no frills and bathrooms are ADA.

2734 NORTH 48TH STREET • LINCOLN, NEBRASKA 68504 • 402.466.1686 • FAX 402.466.1751



I would estimate the lot value at \$25,000 and the building at \$400,000 making the total market value at \$425,000. To reach the \$425,000. Market value this building would have to lease for \$6.17 per sq. ft. triple net. That would be feasible in today's market.

Respectfully Yours,


Lloyd D. Hinkley
R. D. Hinkley & Assoc., Inc.

Public Housing
 Non-Dwelling Property
 September 2008

Description	Asset ID	Total Cost	LHA Contribution	LHA %	Public Hsg Contribution	Pub Hsg %	Approximate Fair Market Value	HUD Pro-Rata Share of Value
Office Building - Land	LHA000937	166,000.00	0.00	0.00%	166,000.00	100.00%	0.00	
Office Building	LHA000936	339,296.63	312,769.74	92.18%	26,526.89	7.82%	2,371,111.00	
Office Remodel	LHA000938	43,480.60	0.00	0.00%	43,480.60	100.00%	0.00	
Office Improvement	LHA001404	17,739.35	17,739.35	100.00%	0.00	0.00%	0.00	
Office Addition	LHA001250	1,289,970.41	1,289,970.41	100.00%	0.00	0.00%	0.00	
Office Improvement	LHA002133	47,566.25	47,566.25	100.00%	0.00	0.00%	0.00	
CFP 2004: Office Betterment	LHA002142D	22,380.09	0.00	0.00%	22,380.09	100.00%	0.00	
Total Central Office Building		1,926,423.33	1,668,035.75	86.59%	258,387.58	13.41%	2,371,111.00	317.966
Family Resource Center	LHA000939	155,152.49	0.00	0.00%	155,152.49	100.00%	425,000.00	
Family Resource Center	LHA000959	346,260.54	346,260.54	100.00%	0.00	0.00%	0.00	
FRC Improvements	LHA001256	14,822.51	14,822.51	100.00%	0.00	0.00%	0.00	
FRC Improvements	LHA001313	4,470.00	4,470.00	100.00%	0.00	0.00%	0.00	
FRC Improvements	LHA001381	2,634.02	2,634.02	100.00%	0.00	0.00%	0.00	
Total FRC		523,339.56	368,187.07	70.35%	155,152.49	29.65%	425,000.00	126.013
Total		2,449,762.89	2,036,222.82	83.12%	413,540.07		2,796,111.00	\$443,979

Appendix C

Capital Fund Program Report and Plan

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary		Grant Type and Number	Federal FY of Grant: 2009
PHA Name: Housing Authority of the City of Lincoln		Capital Fund Program Grant No: NE26P002501-09 Replacement Housing Factor Grant No:	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost
		Original	Revised
		Obligated	Expended
1	Total non-CFP Funds		
2	1406 Operations		
3	1408 Management Improvements		
4	1410 Administration	53,319	
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs	50,000	
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures	403,000	
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Nondwelling Structures		
13	1475 Nondwelling Equipment		
14	1485 Demolition		
15	1490 Replacement Reserve		
16	1492 Moving to Work Demonstration		
17	1495.1 Relocation Costs		
18	1499 Development Activities		
19	1501 Collateralization or Debt Service		
20	1502 Contingency	26,876	
21	Amount of Annual Grant: (sum of lines 2 – 20)	533,195	
22	Amount of line 21 Related to LBP Activities		
23	Amount of line 21 Related to Section 504 compliance		
24	Amount of line 21 Related to Security – Soft Costs		
25	Amount of Line 21 Related to Security – Hard Costs		
26	Amount of line 21 Related to Energy Conservation Measures	0	

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Housing Authority of the City of Lincoln	Development Number/Name/HA- Wide	Year 1		Original 5-Year Plan	
		Work Statement for Year 2 FFY Grant: PHA FY:	Work Statement for Year 3 FFY Grant: PHA FY:	Work Statement for Year 4 FFY Grant: PHA FY:	Work Statement for Year 5 FFY Grant: PHA FY:
	HA/Wide Administration	53,319	53,319	53,319	53,319
	HA/Wide Fees & Costs	50,000	50,000	50,000	50,000
	HA/Wide Contingency	6,876	3,126	20,876	6,176
	002 MMA	349,000	148,000	90,000	90,000
	003 Hall		24,700	85,000	64,000
	004 Hansen	48,000	65,000	68,000	
	005 Larson	26,000	17,000	13,000	64,700
	006 Pedersen		46,700	33,000	
	009 P-30		97,750	18,000	130,000
	011 A-12		3,600	21,000	
	013 F-39		24,000	81,000	75,000
	CFP Funds Listed for 5-year planning	533,195	533,195	533,195	533,195
	Replacement Housing Factor Funds				

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities			Activities for Year: 3			
Activities for Year 1	Activities for Year: 2		FFY Grant: 2010 PHA FY: 2011			
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
	002 MMA	Fire Sprinklers	225,000	002 MMA	Carpet Halls & Paint	40,000
		Remodel Bathrooms	112,000		Elevators	48,000
		Update Compactor	12,000		Replace Refrigerators	60,000
	004 Hansen	Replace Roofs	48,000	003 Hall	Paint Foundations	7,700
	005 Larson	Replace A/C	26,000		Storm Doors	9,000
					Concrete	8,000
				004 Han	Storm Doors	32,000
					Replace A/C	21,000
					Concrete	12,000
				005 Lar	Storm Doors	9,000
					Concrete	8,000
				006 Ped	Storm Doors	9,000
					Paint Foundations	7,700
					Concrete	9,000
				009 P-30	Entry Doors	41,000
					Storm Doors	9,750
					Replace A/C	47,000
				011 A-12	Storm Doors	3,600
				013 F-39	Concrete	24,000
				006 Ped	Replace A/C	21,000
	Total CFP Estimated Cost		\$423,000			\$ 426,750

Appendix D

Resident and Public Comment and Agency Response

PUBLIC PROCESS

The draft FY 2009 Moving To Work Annual Plan was completed before publication of the public hearing notice in the Lincoln *Journal-Star*. The public hearing notice for the public hearing scheduled for December 11, 2008 was published on October 23, 2008. The notice included eleven (11) public sites where the draft FY 2009 Moving To Work Annual Plan was available for review. Additionally, the Annual Plan was posted on the Lincoln Housing Authority's website.

A second public notice, as a reminder, was published on December 4, 2008.

The draft Plan was also reviewed by the Lincoln Housing Authority's Resident Advisory Board. This board consists of 18 tenants appointed by the LHA Board of Commissioners. The first meeting of the Resident Advisory Board was held on Thursday, November 6, 2008, and the second meeting of the Resident Advisory Board was held on November 20, 2008. Enclosed are the minutes of both Resident Advisory Board meetings.

While many comments were made by the members of the Resident Advisory Board, no negative comments or comments requiring substantial change were received about LHA's Moving To Work current or proposed activities. Most comments received at the board meeting were about the need for capital improvement expenditures and site or building design issues.

No written public comments were received or given at the public hearing held on December 11, 2008.

Resident Advisory Board
Minutes of Meeting
November 6, 2008
3:00 p.m. to 5:00 p.m.
Lincoln Housing Authority
5700 "R" Street
Lincoln, Nebraska

Members Present: Talal Al Karagoly, Samuel Brown, Annamarie Czajkowski, Jennifer Gillam, Mildred Howser, Janelle Jensen, Stacey Kommers, James Kuon, David Luke, Amira Mathlif, Karen Rhiley, Don Spies, Phyllis Stone, Nadene Stull, Phyllis Vensky.

Members Absent: Gail Anderson, Michael Kaasch, Lucia Morgan.

LHA Staff Present: Larry Potratz, Executive Director; Doug Marthaler, Tenant Services Manager; Chris Lamberty, Assistant Director; Seanna Collins, Tenant-Based Housing Manager; and Amy Wagner, Family Support Specialist.

I. Welcome and Introductions.

Amy Wagner, Family Support Specialist for the Lincoln Housing Authority, introduced herself to the group and asked each member to introduce themselves. Chuck Green from NewsLink took a photo of the group to be used in the next issue of the *LHA Today* newsletter.

II. Overview of the Purpose of the Advisory Committee.

Larry Potratz thanked everyone for attending the meeting and for volunteering their time to be a part of the committee. LHA has had a resident advisory board for approximately six years, but this year is different than past years. Past members of the resident advisory board remember that they were given a Plan book that was a "check-the-box" type of document, however, the Plan for this year deals mainly with the Moving To Work program. The Moving To Work program is a demonstration program that was authorized by Congress in 1998; LHA applied for the program and was accepted in 1999 and signed a five-year contract to implement the Moving To Work program. The Moving To Work program allows LHA to "think outside the box" and do things differently than other housing authorities. The main theme of the program is to encourage work with the secondary theme being to reduce the administrative costs or burden of operating the program Housing Choice Voucher program. Incentives were implemented to encourage people to work and disincentives for those that were able to work and chose not to work. LHA recently signed a ten-year extension for participation in the program. Under the new Moving To Work annual plan process, LHA is not required to have a resident advisory board, but because of the past success in working with a resident advisory board and the comments received from all participants on the resident advisory board, LHA staff felt it was important to keep the board in place and values its input in the Plan process.

Mr. Potratz stated that the committee is an advisory group and all comments made are recorded. Minutes will be prepared of the meeting and will become part of the Annual Plan, so HUD will know that LHA has reached out and kept the resident advisory board intact to serve as a monitoring and comment board on how the Moving To Work program is operated. The LHA Board of Commissioners will make the final determination as to what is and what is not included in the Annual Moving To Work Plan. The LHA board will receive copies of the minutes of the resident advisory board meetings, will know the input provided, and will consider that input in its decisions for preparing and finalizing the Plan. A public hearing will be held on the Plan during the LHA board

meeting on December 11, 2008. During the public hearing, resident advisory board members may attend and make comments at that particular time, also. A notice has been published in the Lincoln *Journal-Star* for the public hearing, and the draft Plan has been placed in all Lincoln City Library branch locations for viewing by the general public.

III. Reimbursement Forms for Child Care and Transportation.

Amy Wagner handed out reimbursement forms for child care/transportation and explained the process for returning them for payment.

IV. Update on LHA (Prairie Crossing).

Chris Lamberty, Assistant Director, provided an update on LHA including handing out brochures on the different programs and properties. Brochures for LHA's newest development, Prairie Crossing, were also handed out. Prairie Crossing is located at 33rd and Yankee Hill Road (a 76-unit mixed income development); leasing started in March 2008. Forty-three (43) of the units are tax credit and are available at lower rents with certain income limits applied; 33 units are market rent. The development is fully leased except for two market rate units.

Last year, the group discussed implementing a no-smoking policy at the elderly high-rise buildings. A no-smoking policy was implemented at Burke Plaza and Mahoney Manor during the past year effective June 1, 2008. Additionally, residents of Burke Plaza, Mahoney Manor, and Crossroads House started a fund-raising campaign to raise money for a new van which has been ordered. Annamarie Czajkowski was publicly commended for persistently writing to Warren Buffett's sister and single-handedly landed the biggest donation from Doris Buffett.

Seanna Collins explained the RentWise program, which is a community effort to provide an educational series for tenants to help them become successful as renters. The program works toward helping people become better educated about their leases, helps them understand tenant/landlord laws, security deposits, how to communicate with landlords, how to communicate with neighbors, managing money, credit, and the rental application process. RentWise is usually offered twice per month (12-hour course). Some landlords are also involved in promoting this training and participate in some of the sessions. Partnering agencies and landlords are involved in providing the training; LHA facilitates the training and takes registrations for the classes. Some landlords are now requiring completion of the course and other landlords are offering incentives for completing the course (reduced security deposits, gift cards, etc.). The curriculum for RentWise was adapted from the University of Minnesota and the University of Nebraska Extension Service. RentWise is offered free to participants.

LHA is proposing to offer another tier to the preference system for completion of the RentWise program. Applicants would receive rental assistance through the Housing Choice Voucher program sooner if they complete the course. Another proposed change to the Section 8 Administrative Plan would be to require RentWise training for voucher holders that want to move to a different unit by mutual termination more than once during the contract year. Completion of the course would allow them an exception to move a second time. The idea is to encourage people to take the RentWise training program so there will be a better-educated group of renters in the city.

V. Distribution of MTW Annual Plan and Overview (Extension of MTW Agreement through March 31, 2019).

Doug Marthaler explained that the Plan follows the format as prescribed by HUD. The Plan book also contains the Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan. Resident advisory board members were encouraged to read through the Plan and policies and to provide any comments or ask any questions they might have at the next meeting.

VI. Review of New MTW Initiatives Implemented in 2008.

For participants that moved in on April 1, 2008 or later and for individuals that had their annual reviews starting July 1, 2008, LHA requires all voucher participants and public housing tenants to pay \$25 towards their rent. Before this change was made, some people had zero rent and there was a feeling that tenants should be responsible for at least some portion of the rent. An exception was made for individuals with Social Security disability applications pending (the \$25 rent fee is waived until a determination is received from Social Security).

During the past year, the “27% rule” was implemented which had been controversial last year as deductions were eliminated. This change has simplified rent calculations a great deal both for the agency and for participants (easier to understand). This change also creates a more fair rent structure so people with the same level of income would pay approximately the same amount towards rental costs and not have somewhat varied and arbitrary deductions. HUD gives LHA a fixed amount of money to provide rental assistance through the voucher program; when the money is gone, no new vouchers can be given out. The voucher waiting list is now approximately 14 months; someone must “drop off” the program before anyone else can be given a voucher because of the limited amount of dollars received from HUD. LHA wants to help as many families as possible with the amount of money available. This “27% rule” initiative has caught the attention of the National Association of Housing and Redevelopment Officials (NAHRO). Other housing authorities would also like to simplify their systems and are watching to see how successful LHA is in implementing this program. HUD now fines housing authorities if they make errors, so other housing authorities are looking at ways to simplify the program so errors are not made. Some issues have developed with some individuals feeling their choices are being taken away from them resulting in a few discrimination suits being filed.

At the same time that the 27% rule was implemented, LHA realized it was spending a lot of time and money trying to verify bank accounts with balances less than \$5,000 that did not have an impact on a participant’s income. LHA wrote a new policy that would allow a self-declaration stating that their assets were less than \$5,000 face value. This change has also saved a great deal of staff time; some banks were also charging participants for the verifications.

Minimum Earned Income (MEI) applies if there are adults in the household (18 and older) that are able to work must choose not to work. LHA’s expectation is that they will work or income is counted as if they are working. Exemptions are allowed for participants in Employment First, self-sufficiency programs, full-time students, etc. The rule has not changed, however, the minimum wage has been increasing which has affected MEI applied to persons who are able to work, but choose not to work. A proposed change is to allow unemployment compensation to be counted as earned income to offset MEI (effective January 1, 2009 if approved by the LHA board).

Resident Advisory Board members were encouraged to offer ideas or ask questions about any of the proposed changes. One comment was made about unemployment compensation being counted as earned income. If an exception isn’t allowed for this, it seems almost a punishment for being laid off, but perhaps a cap should be made on the amount of time. Unemployment benefits generally run out within less than a year.

For the voucher program only, previously there was no cap in place on how much money a family could spend out of their income toward rent and utilities (HUD has a cap of 40% of adjusted income). Some people were spending way beyond what their budgets would allow, so a 50% cap has been implemented. It has caused some problems, but helps prevent evictions later on when the client discovers they do not have enough money to pay rent and utilities.

VII. New Initiatives Proposed in Annual Plan.

Inspections: Units that pass Housing Quality Standards inspection with no defects would not need to be inspected annually (inspections would be scheduled every other year instead).

For elderly/disabled participants, reviews would be required every other year instead of annually.

Landlord repairs were discussed. Tenants should put the needed repairs in writing, give the landlord a date for when it needs to be corrected by; if not corrections are not made by that date, the tenant should contact LHA and an inspector will be sent out. When correspondence is sent to the landlord, LHA should be sent a copy so staff can monitor that the landlord is staying in compliance with the contractual agreement.

A Landlord Advisory Committee, similar to the Resident Advisory Board, is anxious for LHA to approve the inspection incentive. LHA is also seeking to change the anniversary date (can be based on move-in date or the date when the voucher was first issued). More and more landlords are asking for new leases each year which causes a new contract and annual review and increased staff time.

VIII. Capital Fund Plan for Public Housing.

The Capital Fund is a specific grant only for public housing which is Mahoney Manor (120 units) and 200 specific scattered-site units. The grant provides funds for major capital improvements over a period of time. A considerable amount of money has been spent over the past five years on the scattered-site houses including new roofs, new siding, new furnaces, new windows, and kitchen remodeling. During the last few years, money was spent at Mahoney Manor and will continue for the next few years. Windows are being replaced at Mahoney Manor and new boilers have been installed. The majority of the money to be spent in the future at Mahoney Manor will be used to install fire sprinklers throughout the building.

A capital needs discussion about Crossroads House is planned for mid-November. A capital needs assessment was done by OnSite/Insight which produced a report on every property that LHA either owns or manages. LHA managers will be meeting to discuss which items must be done and which optional items can be considered. A question was raised as to when the community room at Crossroads would be remodeled. It is hoped that one of the adjacent apartments next to the second-floor community room can be used to expand into additional community space. It is the intent of the Lincoln Housing Authority that at the end of the tax credit period (next year), the apartments at Crossroads House, currently owned by a non-profit entity, will be purchased, and LHA will become the sole owner of the building.

One member commented that community room furniture is needed at Burke Plaza. Mr. Potratz explained that funds from Burke Plaza and Mahoney Manor are used to help pay for the services that the tenants receive through the Congregate Housing Services Program (CHSP). Physical needs of the building need to be addressed including additional parking. It is anticipated that HUD will probably reduce the rents on the building so the income will drop in late 2009. Alternative parking for people who have given up their cars is needed for motorcycles, scooters, bicycles, etc. A motorcycle or scooter should be allowed to park in a regular parking space.

IX. Announcements.

The next meeting of the Resident Advisory Board is scheduled for Thursday, November 20, 2008 from 3:00 to 5:00 p.m. The meeting will start by finishing the public housing Capital Fund discussion followed by an open forum format so members can ask questions about policies or make suggestions about what LHA should do differently, etc.

Marilyn Crawford, Recording Secretary

Resident Advisory Board
Minutes of Meeting
November 20, 2008
3:00 p.m. to 5:00 p.m.
Lincoln Housing Authority
5700 "R" Street
Lincoln, Nebraska

Members Present: Annamarie Czajkowski, Ieman El Takawi, Jennifer Gillam, Mildred Howser, Stacey Kommers, James Kuon, David Luke, Don Spies, Phyllis Stone, Nadene Stull, Phyllis Vensky.

Members Absent: Talal Al Karagoly, Gail Anderson, Samuel Brown, Janelle Jensen, Michael Kaasch, Amira Mathlif, Lucia Morgan, Karen Rhiley.

LHA Staff Present: Larry Potratz, Executive Director; Chris Lamberty, Assistant Director; Seanna Collins, Tenant-Based Housing Manager; Doug Marthaler, Tenant Services Manager; Amy Wagner, Family Support Specialist.

Chris Lamberty opened the meeting by talking about the Capital Fund program which is an annual grant received from HUD for specific units that LHA owns and manages (public housing units). Public housing includes Mahoney Manor (120 apartments in an 8-story high-rise building) and 200 scattered-site houses located throughout the city; the grant money can only be used in those specific 320 units. Chris explained the Capital Fund forms included in the Moving To Work Annual Plan notebooks. The main work item proposed for next year is the installation of fire sprinklers at Mahoney Manor that will take the majority of the money. Other sites will have retaining walls replaced and foundation repairs made during the next year. The total amount estimated to be received through the Capital Fund grant for next year is \$533,000. The annual grant amount changes each year and depends on amounts appropriated by Congress when budgets are passed.

HUD also asks that LHA prepare a Five-Year Capital Fund Plan which includes general items that need to be completed. After discussing the fire sprinkler installation at Mahoney Manor, it was again highly recommended that tenants purchase renter's insurance.

All interior doors and jambs (closet doors, bedroom doors, bathroom doors) will be replaced in the Hansen units beginning in January 2009. Questions were asked about upgrading insulation, furnaces, etc. and how LHA decides what to spend the money on or what needs to be repaired. Capital needs assessments are prepared for each property where all items in the units are identified where money will need to be spent over the next 5, 10 or 20 years. LHA is required by HUD to hire an expert to evaluate each of the public housing units (approximately every five years) in order to identify where energy efficiency can be improved. Insulation is not a currently-identified work item, but staff will review specific situations. After the units were built, approximately 10 to 15 years ago, a project was completed to add attic insulation.

After the fire sprinkler installation is completed, the Mahoney Manor community room remodel is scheduled for year 4 of the five-year plan (original since 1972) and would include new flooring and lighting. Other needs at Mahoney Manor include first floor flooring (carpet and tile replacement) and upper floor hallway carpets. Over the last five years or more, all of the scattered-site public housing units have had kitchen and bath remodels, new furnaces, and windows replaced. Some

Hansen roofs need to be re-shingled. Some of the other houses also need roof and gutter replacements along with foundation and brick tuck-pointing.

At Mahoney Manor, another work item identified is to replace the shower enclosures along with faucets and mixing valves (grab bars are needed). Future elevator work is also needed at Mahoney Manor as there is a piston underground that operates the elevators which may need to be replaced. Additional parking is not included in the current five-year plan at Mahoney Manor, however, options are being explored for possible solutions. Conversion of efficiency units to one-bedroom apartments is still included in the five-year plan, but may not be completed.

A suggestion was made for next year's Plan books—to include copies of photos of the different units (Mahoney Manor, A12, F39, Hansen units, etc.). This would help Resident Advisory Board members when discussing specific properties.

Possible garage door replacement at various Hansen units was discussed (some do not seal at the bottom and frames are "mangled") and should be a future work item.

For Burke Plaza, no annual grant is available from HUD for improvements; any improvements made must come from excess funds or "savings". For the upcoming year, the air handler will be replaced (original unit no longer brings in the amount of air needed and is not dealing with the humidity levels). In conjunction with this project, pricing will be obtained on insulating the water circulation pipes that run through the hallways where condensation leaks through the ceiling tiles. If the pipes are re-insulated, it should help alleviate this problem. Bids are also being obtained on replacing the call system (emergency system in the units). Replacement of furniture will be listed as a budget item for the next fiscal year. The possibility of having a class at Southeast Community College re-upholster the furniture will be investigated further. One of the committee members offered to have some of the members of her church help to re-upholster the furniture, too. There is room to expand the parking at Burke Plaza, but this will require City approval which could involve neighbors complaining about increased traffic as a result of more parking areas. If a public hearing is required before the Lincoln City Council, residents may be asked to appear in support of the request.

Mahoney and Burke residents are wondering why LHA can afford to put up a "smoking house", but cannot afford to re-upholster furniture. The goal was to get clean air in the building and to be respectful to smokers as well.

Question was raised about security lights (motion detector light at the entrance) at public housing units. All lights should be working upon move-in; it is then the tenant's responsibility to replace bulbs as necessary in order to keep them working. Tenants can install fences at their expense; a written policy specifies what types of fences are allowed. The Maintenance Department should be contacted first for permission and instructions.

Discussed the Lincoln Action Program weatherization program and lead-based paint questions. Wherever any positive test results for lead were found, it was eliminated. All LHA units, owned or managed, have been tested for lead-based paint.

The lease/purchase program of the Northeast High School construction house and the possibility of LHA tenants purchasing a new home was discussed (average cost is approximately \$130,000).

An open forum followed for questions and answers regarding policies, etc. The Admissions and Continued Occupancy Policy covers all units owned and/or managed by the Lincoln Housing Authority. The Section 8 Administrative Plan governs the Housing Choice Voucher program.

Comments included:

- ✓ Heat registers in the units are in awkward places where furniture is to be placed and do not fit in the openings very well. Extra insulation is needed in the units as utilities run very high. Cleaning of ductwork and vents is also needed.
- ✓ Ice machines were also requested for Burke Plaza and Mahoney Manor.

Larry explained that Mahoney Manor is public housing; the federal government gives money to buy the land, build the units, and subsidize the operation. LHA has a contract with HUD stating that it will maintain the property according to HUD standards. Tenant rent is calculated based on income. Mahoney Manor will always be owned by HUD, and the Lincoln Housing Authority and will always be funded for its operation. Mahoney Manor was built in 1973.

Burke Plaza was developed under a different program where LHA had to borrow money and sell bonds to buy the land and to build the units. In doing so, the federal government had certain requirements in order to provide rental assistance for those individuals living in the building. Burke Plaza is owned completely by the Lincoln Housing Authority; rents are calculated as a flat rent for the units which are approved by HUD. Based upon income, tenants pay either 30% or their income or up to the full amount of flat rent. Contracts with HUD are for five years, but HUD could notify LHA that it will no longer subsidize the units and discontinue the program. LHA's contract with HUD expires again in 2009; notice will be given to tenants about renegotiations. There is a very slight possibility that HUD will not renew the contract. Nationwide, it is very uncommon for a housing authority to own a building like Burke Plaza (Section 8 New Construction). Burke Plaza was built in 1978.

Update on the van purchase: Chevrolet has been unable to deliver the needed chassis; the earliest expected date for the chassis is January 15, 2009; delivery of the van is expected in mid-February.

Concerns were expressed about black waterbugs that enter the basement from outside one member's unit. Maintenance should be called to address the issue; an exterminator will spray outside and inside the basement.

A public hearing will be held on the Annual Moving To Work Plan on Thursday, December 11, 2008 at 5:30 p.m. at the Lincoln Housing Authority central office, 5700 "R" Street. Resident Advisory Board members and members of the general public are welcome to attend to make comments about any part of the Plan. Mr. Potratz will prepare a summary of the comments made during the Resident Advisory Board meetings which will allow the LHA board to read the general comments.

Amy Wagner handed out transportation and child care reimbursement forms to the group and thanked all for volunteering their time to provide feedback and comments.

Marilyn Crawford, Recording Secretary

Appendix E

TAB 1

Admissions and Continued Occupancy Plan

Title Page (1 page)

Table of Contents (3 pages)

Plan (65 pages)



Appendix F

TAB 2

Section 8 Administrative Plan

Title Page (1 page)

Table of Contents (4 pages)

Plan (92 pages)

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

LINCOLN HOUSING AUTHORITY

Revised May 8, 2008

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PART I INTRODUCTION

This policy applies to all units owned or managed by the Lincoln Housing Authority (LHA). It sets forth broad policy requirements for staff performing occupancy-related work. LHA has designed this Admissions and Continued Occupancy Policy to take into consideration the needs of individual families for affordable housing and the needs of our mission to develop and operate a socially and financially sound affordable housing program. This policy references other procedural documents that are developed by LHA staff to describe how a specific aspect of this policy is implemented. Where referenced, these separate procedures are bold-faced and underlined.

- A. **Mission Statement:** It is the mission of the Lincoln Housing Authority to provide affordable, safe, sanitary and decent housing to qualifying families currently undergoing financial stress in a manner which affords applicants and tenants dignity and minimal intrusion, within the limits of prudent fiscal management

- B. **Statement of Non-Discrimination:** It is the policy of LHA to comply with all applicable civil rights laws now in effect and subsequently enacted. Lincoln Housing Authority shall not discriminate against any individual on the basis of age, race, color, national origin, religion, sex, familial status or disability. We will treat each individual or family on his or her own merits.

- C. **Reasonable Accommodations:** LHA will make reasonable accommodation in rules, policies, practices, office procedures and services to allow a disabled person equal opportunity to use and enjoy a dwelling.

HUD Subsidized Properties: LHA will make reasonable accommodation determinations in accordance with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988.

Non-subsidized, Conventional, Tax Credit and Market Properties: LHA will make reasonable accommodation determinations in accordance with the Fair Housing Amendments Act of 1988.

- D. **HOME Conflict of Interest.** No employee, officer, agent or consultant of the Lincoln Housing Authority or Lincoln Civic Housing may occupy a HOME-assisted unit at Prairie Crossing Apartments.

- E. **Amending This Policy.** Any amendment to this policy must be approved by the Board of Commissioners of the Lincoln Housing Authority. Any amendments affecting Wood Bridge, Summer Hill or Prairie Crossing must also be approved by the Lincoln Civic Housing Board. Any amendments affecting Affordable Housing 2 or Crossroads must also be approved by the Capitol City Housing Board. Any amendments to the tenant selection process affecting Prairie Crossing must also be approved by the Nebraska Department of Economic Development.

**PART II
ELIGIBILITY FOR ADMISSION**

A. Family.

1. Subsidized Units. All applicants for HUD subsidized units must meet the following definition of family: (a) a family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); (b) An elderly family; (c) A near elderly family; (d) A disabled family; (e) A displaced family; (f) The remaining member of a tenant family, and (g) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family. Applicants for Burke Plaza must be elderly or disabled to be placed on the waiting list. Applicants for Mahoney Manor must be at least 50 years of age to be placed on the waiting list.
2. Conventional Arnold Heights. All applicants for these units must also meet the above definition of family, except that LHA will not rent these units to single persons.
3. Conventional Apartments and Tax Credit Properties. The family requirement does not apply to the units at Heritage Square, Northwood Terrace, Lynn Creek, Wood Bridge, Summer Hill, Prairie Crossing, or Crossroads House Apartments. For these properties LHA will abide by the City of Lincoln Minimum Housing Codes. With the exception of applicants for accessible units, applicants for Wood Bridge Tax Credit Units must be families with minor children. In addition, all applicants for Crossroads House Apartments must be 55 years of age or older.

- B. Income Limits. HUD-Subsidized: All applicants for HUD subsidized units must provide adequate evidence that the household's anticipated Annual Income for the ensuing twelve month period does not exceed the low income limits published annually by the Department of Housing and Urban Development. The low income limit is 80% of the area median income as determined by HUD. LHA will determine Annual Income in accordance with this document and appropriate HUD guidelines.

Arnold Heights. All applicants for Arnold Heights must provide adequate evidence that its anticipated annual income is sufficient to cover rent and utility costs.

Northwood Terrace, Heritage Square, Lynn Creek. All applicants for units at Northwood Terrace, Heritage Square & Lynn Creek must provide adequate evidence that its anticipated annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income for the ensuing twelve month period does not exceed 80% of the area median income as published annually by HUD.

Wood Bridge. Fifty percent of the units at Wood Bridge will be operated as Tax Credit Units, and the remaining fifty percent as Market Rate Units. All applicants for Wood Bridge Apartments and Town homes must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs. Applicants for Wood Bridge Tax

Credit units must provide adequate evidence that the household's anticipated Annual Income for the ensuing twelve month period does not exceed 60% of the area median income as published annually by HUD.

Crossroads House. All applicants for Crossroads House Apartments must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs and that the household's anticipated Annual Income for the ensuing twelve month period does not exceed 60% of the area median income as published annually by HUD.

Summer Hill. Fifty percent of the units at Summer Hill will be operated as Tax Credit Units or Reduced Rent Units, and the remaining fifty percent as Market Rate Units. All applicants for Summer Hill Apartments and Town homes must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income does not exceed 100% of the area median income as published annually by HUD. All applicants for Summer Hill Tax Credit and Reduced Rent units must provide adequate evidence that their anticipated Annual Income does not exceed 60% of the area median income as published annually by HUD.

Prairie Crossing. Forty-Three of the 76 total units will be operated as Tax Credit units, and the remaining 33 units will be Market Rate units. In addition 6 of the Tax Credit units will be operated as HOME assisted units in accordance with the requirements of that program. All applicants for Prairie Crossing units must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income does not exceed 100% of the area median income as published annually by HUD. All applicants for Prairie Crossing Tax Credit units must provide adequate evidence that their anticipated Annual Income does not exceed 60% of the area median income as published annually by HUD. All applicants for Low HOME assisted units must provide adequate evidence that their anticipated Annual Income does not exceed 50% of the area median income as published annually by HUD, and applicants for High HOME units must not exceed 60% of the are median income.

- C. Suitability. LHA has an obligation to protect its units, its financial stability, its residents, its staff, and its community. To that end LHA will screen applicants in an effort to determine whether each applicant family could be reasonably expected (1) to abide by the terms of the dwelling lease, and (2) not to have a detrimental effect on the other tenants or on the neighborhood environment. LHA will deny admission to any applicant whose past history shows an unwillingness or inability to abide by the terms of the lease, or whose habits and practices may be expected to have a detrimental effect on the project or neighborhood environment. LHA will apply the same standards of tenant suitability in evaluating a person who wishes to join a family already in occupancy.

All applicants shall be screened in accordance with sound management practices. During screening, the LHA requires applicants to demonstrate ability to comply with the essential provisions of the lease. There are five essential questions that LHA will try to answer about every applicant. Can LHA reasonably expect the applicant to:

1. Pay rent, utilities, and other charges under the lease in a timely manner?
2. Care for and avoid damaging the unit and the common areas, use facilities and equipment in a reasonable way, create no health or safety hazards, and report maintenance needs?
3. Avoid interfering with the rights and enjoyment of others, and avoid damaging the property of others?
4. Refrain from engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents, neighbors, and staff, and refrain from engaging in drug-related criminal activity?
5. Comply with necessary and reasonable rules of occupancy and program requirements of LHA and HUD, and comply with health and safety codes?

LHA will make an objective, reasonable, and informed judgment based on the information available to it. LHA will seek this information by requesting information from any or all of the following sources: previous landlords, a home visit (aka PreHousing) to the applicants current residence, criminal histories, credit reports, and information from any other reasonable source. LHA will determine when a PreHousing visit is required in accordance with LHA's **PreHousing Guidelines**. Any of the following factors may cause LHA to deny the application.

- A record of non-payment of rent, utilities, or other rightful obligations.
- A record of disturbance of neighbors.
- A record of destruction of property, or damage to previous residences.
- A record of poor housekeeping habits.
- A history of drug-related criminal activity. LHA will give consideration to applicants who have successfully completed a rehabilitation program approved by LHA.
- A history of any other criminal activity involving physical violence to persons or property, or which could adversely affect the health, safety, welfare, or right to peaceful enjoyment of the premises by other tenants or neighbors. This includes charges for sex crimes, Arson, Vandalism, Disorderly Conduct, Maintaining a Disorderly House, Assault, Disturbing the Peace, and like offenses.
- A record that establishes a reasonable cause to believe that the applicant's pattern of alcohol abuse may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors. LHA will give consideration to applicants who have successfully completed or are participating in a supervised alcohol rehabilitation program and no longer abuse alcohol.
- A record of previous lease violations.
- A record of Section 8 program violations, money owed any public housing authority in connection with the Public Housing or other Rental Assistance programs, or committing fraudulent activity in connection with any Federal housing assistance program or any other government agency or program.
- A record of money owed to LHA. If the applicant owes money, LHA will not house until the applicant pays the amount in full or enters into a repayment agreement.
- A history of frequent police calls to the applicants residence.

- Applicant’s misrepresentation of information related to eligibility, preference for admission, housing history, criminal history, income, or family composition.

In the event of the receipt of unfavorable information with respect to an applicant, LHA will give consideration to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct.

LHA will not deny admission to an applicant for a HUD Subsidized Unit on the basis of a person’s status as a victim of domestic violence, if the person otherwise qualifies for admission. LHA will follow the policies and requirements as stated in the Violence against Women Act of 2005.

D. Drug-related criminal activity, violent or other criminal activity. LHA prohibits admission to its housing programs if LHA has determined that any applicant or household member has engaged currently or during the past three (3) years in: (1) criminal activity which may threaten the health and safety or right of peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; (2) drug-related criminal activity; (3) alcohol abuse; or (4) violent criminal activity. LHA also will consider any record of drug-related criminal activity, violent or other criminal activity, or alcohol abuse that occurred more than three years ago, and will deem any applicant ineligible if there is reasonable cause to believe that the applicant's pattern of activity may interfere with health, safety, or right to peaceful enjoyment of the premises by other residents. To enforce this policy, the LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and media reports, and past housing experiences to determine whether a household will be denied admission. The following households or persons will be prohibited admission to any LHA program:

1. Drug-Related Activities: LHA prohibits admission if any applicant or household member is currently engaged in or has engaged in any drug-related activity. A person is considered to be “currently engaged” if he or she has been arrested or convicted for drug-related activity within the past three (3) years. LHA will consider possession of drug paraphernalia as sufficient evidence of illegal use of drugs. The LHA will not approve an application for three (3) years after the completion of time served (including parole and probation), or after the assessed fine is paid. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaging in the illegal use of a controlled substance, and (b) the person has successfully completed an approved, supervised drug rehabilitation program, or the household member is currently participating in a supervised drug rehabilitation program, has participated for a minimum of thirty (30) days prior to the application, and will continue to participate until the successful completion of the program. The applicant will be required to submit written evidence showing current successful participation or past successful completion of a supervised drug rehabilitation program. An applicant who is participating in a supervised drug rehabilitation program may stay on the waiting list, and must successfully complete the program before a unit will be offered to the household member.

LHA will prohibit admission to any applicant who has been evicted or terminated for drug-related criminal activity from Public Housing, Indian Housing, any Section 8 program, or any other assisted housing program within the past three years.

A member of an applicant's household will be permanently prohibited from receiving federal assistance or participating in any LHA program if the member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any housing assisted by the federal government.

2. Alcohol Abuse: The LHA prohibits admission if any applicant or household member is currently engaged in, or has engaged in alcohol abuse which will or may threaten the health, safety, or right to peaceful enjoyment of the premises occupied by household members, other residents, or persons residing in the vicinity of the applicant or household members. A person is considered to be currently engaged if he or she has been convicted of an alcohol-related offense within the past three (3) years. The LHA will not admit the applicant's household members for three (3) years after the completion of sentence (including parole or probation) and payment of fines for an alcohol-related offense or the termination of housing assistance due to alcohol abuse. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaged in the abuse of alcohol and (b) has successfully completed a supervised alcohol rehabilitation program, or is currently participating in a supervised alcohol rehabilitation program, has participated in the program for a minimum of thirty (30) days prior to the application, and will continue to participate successfully until the completion of the program. The applicant will be required to submit written evidence to verify successful participation in or completion of a supervised alcohol rehabilitation program. An applicant who is participating in an alcohol rehabilitation program at the time of application must successfully complete the program before the LHA will offer the household a unit or give permission to move in with a currently-assisted family member.
3. Violent and Other Criminal Activity: The LHA prohibits admission if an applicant or household member is currently engaged in or has engaged in violent criminal activity or other criminal activity which will or may threaten the health, safety or right to peaceful enjoyment of the premises occupied by household members, other residents or persons residing in the vicinity of the applicant or household members. The LHA will not admit the applicant or members of the applicant's household for three (3) years from completion of time served (including probation and parole) or payment of the assessed fine. The LHA will permanently prohibit admission to any program if an applicant or any member of the applicant's household has a felony conviction for a sexual assault or any other sex-related offense. LHA will deem ineligible permanently any applicant who is subject to a lifetime registration requirement under a state sex offender registration program, or is registered in the State of Nebraska as a High Risk/Level Three sex offender.
4. Threats Towards LHA Workers/Agent: Any applicant or other household member who makes threatening or abusive remarks or exhibits violent behavior towards any LHA employee or agent during the application and waiting list period will be removed from

the waiting list and may not be approved for any waiting list for three (3) years after the incident.

- E. Legal Capacity. The Head of Household must be at least 19 years of age, legally emancipated in the State of Nebraska , or married.
- F. Citizenship. To receive assistance in HUD-subsidized units, a member of the family must be either citizens of the United States or noncitizens who have eligible immigration status in accordance with HUD requirements. LHA will provide prorated assistance to eligible mixed families in accordance with HUD guidelines.
- G. Student Status. LHA will not rent tax credit units at Wood Bridge, Summer Hill, Prairie Crossing, or Crossroads House to full-time students, unless they meet the standard exceptions allowed in the current IRS regulations governing the Low Income Housing Tax Credit Program. These student restrictions do not apply to the Reduced Rent Units at Summer Hill Apartments.

Burke Plaza and New 32 Student Eligibility. In Accordance with 24 CFR 5.612, no assistance shall be provided to any applicant of Burke Plaza or New 32 who:

- (1) Is enrolled as a student at an institution of higher education; and
- (2) Is under 24 years of age; unless the student
 - (3) Is a veteran of the United States military;
 - (4) Is married;
 - (5) Has a dependent child; or
 - (6) Is otherwise individually eligible and has parents who, individually or jointly are eligible on the basis of income to receive assistance under Section 8, unless the student can demonstrate independence from parents.

If a student claims to be an eligible independent student under #6, then the individual must demonstrate the following:

- (1) The student must of legal contract age under state law.
- (2) The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or meet the U.S. Department of Education's Definition of an independent student as follows -
 - a. Be at least 24 years old by December 31 of the award year for which aid is being sought;
 - b. Be an orphan or a ward of the court through the age of 18;
 - c. Be a veteran of the U.S. Armed Forces;
 - d. Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
 - e. Be a graduate or professional student; or
 - f. Be married.

(3) The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.

(4) The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support.

- H. Social Security Numbers. All applicants are required to provide documentation of Social Security numbers for family members age 6 or older, or certify that they do not have Social Security numbers.
- I. Documentation. LHA will require all applicants to provide all information necessary to determine Annual Income, Total Tenant Payment, unit requirements, preference categories, suitability for tenancy, and citizenship/immigration status. LHA will require applicants to sign releases of information so that the information may be verified. LHA will require applicants to sign a statement certifying the information provided is correct and complete. LHA will deny admission to any applicants, or terminate the lease of current residents, who do not provide the above information or documentation, or who provide incomplete or false information or documentation. Applicants or tenants who provide such false information will be determined ineligible for any waiting list for 3 years.
- J. Verification of Eligibility. LHA will verify all information regarding eligibility in accordance with Section XII, Verification.

**PART III
APPLICATION PROCEDURES**

- A. Written Application. LHA requires persons interested in renting units to fully complete and sign a written application. LHA will accept applications on a continuous basis in accordance with its posted hours at 5700 R Street. LHA will accept written applications in person, by mail, or via the Online Application on LHA's website. LHA will mail applications upon request. All applications will be marked with the date and time they are received at LHA's offices. Online Applications will be date and time stamped by the computer and recorded on the applicant receipt at the time of submission. If an applicant requests assistance completing the application, LHA staff will assist the applicant or request permission from the applicant to contact an appropriate agency or individual to assist the person.
- B. Prehousing Visit. LHA may conduct a Prehousing visit with applicants to go over the information provided on the written application, to obtain additional information regarding eligibility and suitability, and to review housekeeping and care of the unit. LHA will conduct a Prehousing visit as deemed necessary by management in accordance with the guidelines established by the Housing Manager. If possible, LHA will conduct the interview at the applicants current residence. Otherwise a Prehousing may be conducted in the office or over the phone. LHA will notify applicants who are required to have Prehosings and provide them 10 days to call and schedule an appointment. If the applicant does not call and schedule an appointment, the application will be canceled with no further notice.
- C. Preliminary Eligibility Determination. LHA will do preliminary eligibility screening to determine if applicants appear to meet the eligibility requirements. LHA will screen for Family Composition, Suitability, and Criminal Activity criteria at the time of application. If the Housing Manager determines that a particular waiting list is too long, LHA may delay some screening until applicants approach the top of the waiting list. LHA will notify those applicants preliminarily determined to be eligible that they have been placed on the waiting list(s).

As applicants approach the top of the waiting list or at the time applicants are offered housing, LHA will verify Income eligibility. LHA will verify eligibility factors in accordance with Part XII, Verifications.

- D. Ineligible Applicants. LHA may determine an applicant to be ineligible at any time, and choose not to list an applicant on the waiting list or remove an applicant from the waiting list. If LHA determines that an applicant is ineligible for housing, LHA will promptly notify the applicant in writing of this determination. LHA will maintain files of all ineligible applications for at least three years with documentation stating the reason for ineligibility.

For HUD-subsidized and Prairie Crossing HOME units, the notification will state the reasons for this determination, inform the applicant of the right to request an informal review of this decision, and inform the applicant of the actions necessary to request such a review.

- E. Preference Denial. If an applicant for HUD-subsidized units claims a selection preference and LHA determines that the applicant does not qualify for that preference, LHA will notify the applicant of this decision.
- F. Informal Review. An applicant determined to be ineligible for HUD-subsidized housing may request an informal review of that decision. The request must be in writing and be received by LHA within 14 days of the date of LHA's notification. The review will be scheduled within a reasonable time of the applicant's written request. The review will be conducted by a Manager, the Executive Director or his/her designee, but not by persons directly involved in the decision. At the Review the applicant can offer additional information about mitigating circumstances or mistakes in fact upon which the decision was based. Within 10 days of the review, LHA will provide written notification to the applicant of the results of the review. Informal Reviews for applicants are different from the resident grievance process. Applicants are not entitled to use the resident grievance process.
- G. Incomplete Applications. If an application is incomplete, or lacking all required forms or information, LHA will notify the applicant and provide a deadline to submit the required information. All applications lacking the required information by the periods outlined by LHA will be cancelled with no further notice. LHA will hold applications awaiting Social Security number verification for 60 days. LHA will hold applications awaiting any other information for 10 days. Applicants whose applications have been canceled must reapply by completing a new application.
- H. Cancelling Applications. LHA will cancel applications with no further notice or opportunity for review for the following reasons:
 1. Applicant Request.
 2. Failure to complete the application or provide required information within time allowed.
 3. Failure to respond to a Prehousing Letter within time allowed.
 4. Failure to show-up for a scheduled Prehousing appointment.
 5. Failure to respond to a "still interested" or update letter within the time allowed.
 6. After an applicant has declined two units in accordance with the One Offer Policy.

LHA does not accept responsibility for mail loss or delays. Applicants are responsible to notify LHA in writing of any changes to the applicant household or mailing address. LHA is not responsible for applicant's failure to provide a complete and correct address or to notify LHA of a change of mailing address. If a letter is returned by the United States Postal Service with a forwarding address, LHA will re-send the letter. At the discretion of the Housing Manager, applications may be reinstated due to extenuating circumstances.

**PART IV
TENANT SELECTION AND ASSIGNMENT POLICIES**

- A. Waiting Lists. LHA will maintain the following waiting lists separated by bedroom size. Waiting lists are always open.
1. Mahoney Manor.
 2. Burke Plaza.
 3. Public Housing Scattered sites - Public Housing and New 32.
 4. Arnold Heights.
 5. Heritage Square and Northwood Terrace.
 6. Wood Bridge - Market Rate.
 7. Wood Bridge - Tax Credit
 8. Crossroads House Apartments
 9. Lynn Creek.
 10. Summer Hill - Tax Credit & Reduced Rent.
 11. Summer Hill - Market Rate.
 12. Prairie Crossing - Tax Credit
 13. Prairie Crossing - Market Rate

LHA will assign each eligible applicant a place on the appropriate waiting list for which the applicant applied and qualified in sequence based upon the type or size of unit needed, Preference status, and the date and time of the application.

For Mahoney Manor LHA will maintain a combined 0 and 1 bedroom waiting list. Applicants on this list will be offered the first available unit regardless of unit size in accordance with LHA's One Offer policy.

- B. Prairie Crossing Unit Assignment.
14. Tax Credit: 43 units will be leased as Tax Credit Units as follows:
 - 15 Townhouses (2 exterior units and 1 center unit in each townhouse building; the remaining center unit will be leased as Market Rent)
 - 22 Two Bedroom Apartments and 6 One Bedroom Apartments. One half of the units in each apartment building will be leased as tax credit and one half as Market Rate.
 2. HOME Units: 6 of the Tax Credit Apartments will be leased as HOME-assisted units and subject to HOME program requirements. LHA will offer available HOME units to eligible applicants on the Prairie Crossing Tax Credit waiting list.
 - No townhouses are HOME units
 - 2 Two Bedroom and 2 One Bedroom units will be leased as High HOME units (60% income eligibility).
 - 2 Two Bedroom units will be leased as Low Home units (50% income eligibility)
 - HOME units can float throughout the project, except one of the six will always be an accessible unit

- C. Selection Preferences. LHA gives a higher priority for HUD-subsidized units (Mahoney Manor, Burke Plaza, New 32 and Public Housing Scattered Site) to applicants who are currently eligible for one or more preferences. A family qualifying for one of the preferences listed below is given the same priority as a family qualifying for more than one preference. After preferences, LHA will determine priority based upon the date and time of application. The preferences are listed below in random order with no hierarchical system. A family may qualify for a preference at anytime they are on the waiting list, but must qualify for the preference at the time a unit is offered. A family must provide acceptable verification that they are eligible for a preference. Acceptable verification must come from a government agency, law enforcement agency, public or private shelter, clergy, or social service agency. The verification is valid for 90 days, unless LHA receives additional information invalidating the verification. If the applicant is not offered a unit within 90 days, the preference must be re-verified at the time the family is offered assistance.
1. Homeless. Applicants terminated or evicted from an LHA program or unit will not be eligible for a homeless preference. A homeless family includes:
 - a. Any person or family that lacks a fixed, regular, and adequate night-time residence; and
 - b. Any person or family that has a primary night-time residence that is:
 - (1) A supervised shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing);
 - (2) An institution that provides a temporary residence for individuals intended to be institutionalized (does not include jails or prisons); or
 - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
 2. Displaced by fire (excluding tenant caused fires), flood or storm. Must be verifiable by Red Cross or other government agency.
 3. Displaced by domestic violence - actual or threatened physical violence against one or more members of the applicant family by a spouse or other member of the household. Such applicant must have been forced to move because of domestic violence or lives with a person who engages in domestic violence. Such violence must be recent or continuing. Applicants displaced by domestic violence must certify that the person who engaged in such violence will not reside with the applicant family unless LHA has given advance written approval. If the family is admitted, LHA may deny or terminate assistance to the family for breach of this certification.
 4. Working Family. A family with at least one adult member who is currently employed at least 25 hours per week. A family whose head or spouse or sole member is age 62 or

older or is a person with disabilities also qualifies for this preference. This preference does not apply to applicants for Mahoney Manor or Burke Plaza.

- D. Priority to Elderly and Displaced. In selecting applicants for HUD-Subsidized units LHA will give preference to Elderly/Disabled Families and Displaced Persons over Single Persons.
- E. Burke Plaza Elderly Preference. LHA will offer available units at Burke Plaza first to applicants where the head, spouse or sole family member is 62 years of age or older. This preference will take priority over all other selection preferences. LHA will offer units to disabled applicants under age 62 if there are an insufficient number applicants who qualify for the elderly preference to fill vacant units.
- F. Mahoney Manor Elderly Designation and Near-Elderly Preference. In accordance with the HUD approved Designated Housing Plan, Mahoney Manor is designated as Elderly only with a Near-Elderly Preference. LHA will offer available units first to applicants where the head, spouse or sole family member is 62 years of age or older. If there are insufficient elderly applicants for a particular vacant apartment, LHA will then offer the apartment to applicants who are age 50 years and over. LHA will not offer units to persons who are below the age of 50 years.
- G. One Offer. As dwelling units become available for occupancy, the verified, eligible applicant first on the respective waiting list for the available size of unit shall be offered a unit in accordance with the following plan:
 - 1. The housing authority will offer the suitable unit that has been vacant for the longest period of time. If that unit is not ready for occupancy, LHA will offer the unit that has been ready for occupancy for the longest period of time. The applicant must accept the unit offered or LHA will change the date of the application to the date of the unit offer, effectively lowering the rank of the application on the waiting list. An applicant who refuses the first offer may continue to benefit from a preference for as long the applicant qualifies under the definitions of that preference. After the applicant has refused two offers, LHA will cancel the application.
 - 2. Under certain circumstances LHA may allow the applicant to refuse a unit and remain at the top of the waiting list. If LHA is satisfied that the refusal meets the criteria below, LHA will consider the refusal of the offer to be an "allowable refusal," and will not move the applicant to the bottom of the waiting list.
 - a. The applicant is willing to accept the unit offered, but is unable to move at the time of the offer due to health reasons or because of current lease obligations. A lease requirement for a 30 day notice to vacate does not meet the criteria for an allowable refusal. An inability to move based on finances does not meet the criteria for an allowable refusal. This will be considered the first offer, although the applicant will maintain their position on the waiting list. Once the initial lease

obligation or health reason has expired or ended, LHA will make the second and final offer. If the second offer is refused, LHA will cancel the application.

- b. The applicant's acceptance of a given unit will result in undue hardship not related to consideration of race, color, or national origin, and the applicant presents clear evidence to substantiate this claim. Examples of such hardship include:
- Acceptance of the unit would cause current employment or daycare to be inaccessible to the applicant such that it would require applicant to quit a job or remove a child from daycare. This does not apply to an applicant who lives outside of the City of Lincoln.
 - The unit is inappropriate for applicant's disability.
 - The unit is not of the proper number of bedrooms or the applicant does not need the accessibility features in the unit, and the applicant would be able to reside there only temporarily.

H. Income Targeting. For the New 32 and Burke Plaza waiting lists LHA will comply with HUD's income targeting requirements for extremely low-income applicants. For these projects LHA will target at least 40% of new admissions during a fiscal year to applicants at or below 30% of the area median income as determined by HUD. If necessary, LHA will skip over eligible applicants at the top of the waiting list to offer units to extremely low-income applicants lower on the waiting list in order to maintain the 40% ratio. LHA will follow the waiting list order to offer a unit to the next eligible applicant at or below 30% of the area median income.

I. Transfer Policy. LHA will make reassignments or transfers to other dwelling units without regard to race, color, or national origin as follows:

1. LHA will not transfer residents of a HUD-subsidized unit to another HUD-subsidized unit of equal size either within a project or between projects, except for alleviating hardships as determined by LHA or for medical reasons as certified by a doctor. Residents can be transferred to accommodate a disability, when a unit is available with features that accommodate their disabilities better than the current unit. LHA will consider transfers to a HUD-subsidized unit with a greater or lesser number of bedrooms in accordance with the resident-requested transfer guidelines listed in paragraph 3 below. The resident family must meet the Occupancy Standards for the size of unit requested.
2. **Administrative Transfers.** LHA will initiate the following types of transfers. Such transfers will take precedence over new admissions unless otherwise noted. LHA will provide up to 30 days notice of the required transfer, except for Emergency Transfers, since, by definition these involve danger to the resident.
 - LHA will make Emergency transfers when LHA determines that the unit or building conditions pose an immediate threat to resident life, health or safety.

- LHA will transfer families in over-occupied units to larger units as determined by the Occupancy Standards.
 - For HUD-Subsidized units LHA will transfer families in under-occupied units to a smaller unit. LHA will place the tenant on the appropriate waiting list as of the date of LHA notification to the family. LHA may waive this provision to avoid a vacancy problem, to maintain full occupancy, or to prevent a hardship to the family.
 - LHA may transfer families occupying units with special accessibility features, if those features are not required by current tenants and there is an eligible family on the waiting list who does need such features.
 - LHA will transfer tenants to permit unit modernization as determined necessary by LHA.
3. **Resident Requested Transfers.** LHA will consider resident-requested transfers. If approved, the transfer will be placed on the appropriate waiting list as of the date of the transfer request. LHA will observe the following criteria when considering resident-requested transfers.
- **Length of Residency**
The tenant family must have resided in the current unit for at least 1 years to be eligible for a transfer.
 - **Rent Payments History**
During the lease period, the family history of rent payment must include no record of delinquency for the past 6 months and no more than 4 letters of delinquency in two years, and must have a favorable recommendation from the Credit and Collections Clerk.

The Credit and Collections Clerk can give approval even with letters of delinquency if the family maintained ongoing communication with the clerk of problems, and the family continued to make payments on other charges.
 - **Utility Payment History**
There is no history of delinquent notices from utility companies.
 - **Inspection & Maintenance History**
The history of LHA inspection reports and maintenance calls to the residence show good care and minimal damages to the unit and any charges were paid in a timely manner. If no annual inspections have been performed, LHA will make a home visit to evaluate tenant care of the unit.
 - **Other Issues**
The tenant shall not have a history of drug-related criminal activity or other criminal activity involving crimes of physical violence to persons or property and

other criminal acts which would adversely affect the health, safety or welfare of others.

The tenant shall have a record of good housekeeping.

The tenant shall have a record relatively free of complaints from, and serious confrontations with, neighbors, staff, or others arising primarily from the activities of the tenant.

The tenant shall have a good record of yard maintenance such as mowing and watering the grass, raking leaves, shoveling drives and walks. The tenant shall have a history of keeping the exterior areas of the property free from trash and debris, improperly parked vehicles, etc.

The tenant shall have a history of compliance with the pet policy.

The tenant shall have a history of working positively to resolve issues and concerns when brought to their attention.

4. The tenant shall have sufficient resources to pay all costs of moving including payment of a transfer charge, new deposits, and moving costs.

Conventional Transfer Charge: \$35

The tenant must pay the transfer charge in advance. There is no transfer charge for HUD-subsidized units or for Administrative transfers.

The Tenant is responsible for paying a separate damage deposit on the new unit. Any damages in the old unit not covered by deposit must be paid no later than 30 days from the move-out date of the old unit.

5. Exceptions. LHA can make exceptions to the above criteria. LHA will make decisions on a case by case basis and give special consideration to medical issues or other life threatening situations.
6. LHA will offer one unit to a transferring family. If it is an LHA-initiated transfer and the tenant refuses the unit offered without good cause, LHA may terminate the tenant's current lease. If it is a voluntary transfer, LHA will remove the tenant from the waiting list.
7. For Tax Credit units at Wood Bridge, Summer Hill, **Prairie Crossing**, and Crossroads House a household transferring to another Tax Credit unit must meet the initial income eligibility guidelines for the project. If the household does not meet those guidelines, LHA will not transfer them to another Tax Credit unit.

- J. Holding a Unit. LHA will hold a unit for no more than 2 working days following notification (by phone or mail) to a family that a unit is available. If the family does not accept the unit within 2 working days, LHA will consider the offer refused and act in accordance with its one offer policy. LHA will consider payment of a \$50 deposit as acceptance of the unit. LHA will apply the \$50 toward the Security Deposit and rent due at initial occupancy. For Burke Plaza and New 32 units LHA will not require payment of a \$50 deposit to hold the unit.

**PART V
OCCUPANCY STANDARDS**

- A. Occupancy Table - HUD-Subsidized Units. In order to promote efficient and economical use of scarce public housing resources, LHA will use the following guidelines to determine the unit size required to accommodate a family of a given size:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

- B. Room Limits. Generally two people are expected to share a bedroom. LHA will assign unit sizes so as not to require use of the living room for sleeping purposes. LHA will assign unit sizes so that no more than two persons are required to sleep in any bedroom.
- C. Family Composition. LHA will consider the relationship, age, gender, health, and disability of the members of the family when determining the appropriate unit size. LHA will determine appropriate unit sizes according to the following criteria:
- Children of the same sex and less than five years difference in age will share a bedroom.
 - Children with at least five years difference in age can be assigned separate bedrooms.
 - Children of the opposite sex can be assigned separate bedrooms.
 - Spouses, Co-heads, or adults living in a consensual family relationship share a bedroom.
 - Other adults of the opposite sex can be assigned separate bedrooms.
 - Adults of the same sex share a bedroom, unless there is a generational difference between the adults (e.g. Mother/Daughter).
 - Live-in Aides can be assigned a bedroom.
 - Within the limitations of the these criteria and the Occupancy Table, LHA will provide families the opportunity to make their own assessment of whether persons of the opposite sex, persons of different generations, and unrelated adults need separate bedrooms.
- D. Determining Family Size. LHA will consider every member of a family reasonably expected to live in the unit. If a family member is pregnant, the unborn child will be considered a member of the family for the purpose of determining the appropriate unit size. If a parent does not have full custody of a child, they must have verifiable custody at least 51% of the time for LHA to consider the child as a member of the family. LHA will count children temporarily absent from the home due to foster care as long as reunification is verifiable. Students who

live out of town, but return home for 3 months per year will be considered a member to the family.

- E. Waivers. LHA may waive the standards to accommodate a person's disability. LHA may also waive the standards when a vacancy problem exists by temporarily assigning a family to a larger size unit than is required. LHA will transfer such a family to the proper size unit as soon as one becomes available, or when the larger unit can be rented to a qualified family. When considering waivers, LHA will consider the size of the unit, the size of the bedrooms, the number of bedrooms, and the number and age of the proposed occupants.
- F. Single Persons. LHA will not assign a single person living alone, who does not qualify as elderly or disabled, to a unit larger than one bedroom unless the person can present a compelling need that requires LHA to provide a larger unit.
- G. Qualifying for More than One Unit Size. In some instances a family may qualify for more than one size of unit. In such cases LHA will allow the family to choose a preferred unit size and be placed on the waiting list for that size unit.
- H. Conventional Units and Tax Credit Units. LHA will abide by the above Table to determine the maximum number of occupants for conventional units at Arnold Heights, Heritage Square, and Northwood Terrace, Lynn Creek and for units at Wood Bridge, Summer Hill, Prairie Crossing, and Crossroads House unless the city code imposes a more restrictive requirement. To Qualify applicants for 3 bedroom Tax Credit Units at Wood Bridge and Summer Hill, LHA will apply the Occupancy Guidelines in this Section. LHA will not otherwise restrict an eligible applicant's housing choice regarding the size of a conventional unit.

**PART VI
LEASING PROCEDURES**

- A. Current Lease. Prior to admission, LHA will execute a lease with all adult members of the family. LHA will not admit a family to a unit until it has executed a lease for that unit. LHA will ensure that the lease is current at all times and is compatible with LHA policies and local, state, and federal law. LHA uses the following leases for its various programs:

Conventional - Arnold Heights, Northwood Terrace, Lynn Creek, and Heritage Square
Public Housing Elderly - Mahoney Manor
Public Housing Family - Scattered Sites
Section 8 New Construction - Burke Plaza and New 32
Lease - Purchase Agreement
Wood Bridge - Tax Credit Apartments
Wood Bridge - Market Rate Apartments
Crossroads House Apartments
Summer Hill - Tax Credit
Summer Hill - Market Rate
Summer Hill - Reduced Rent
Prairie Crossing - Tax Credit
Prairie Crossing - Market Rent

- B. Legal Age. LHA will execute a lease only with persons who are capable under state law of entering into a legal contract.
- C. Security Deposit. Prior to admission, LHA will require the family to pay a security deposit.
- D. Move-in Packet. LHA will provide each new tenant with a Move-in Packet. The packet will contain a copy of the Dwelling Lease, the Resident Handbook, Grievance Procedures for Public Housing units, the schedule of standard charges for tenant damages, and other information pertinent to that unit or required under the particular program.
- E. Change in Family Composition. Any change in family composition will require an addendum to the lease. Any additional adult member of the household must be approved by LHA using the same eligibility criteria as used for new applicants. Additions of adult members of the household will require a \$35 administrative fee. LHA will waive the fee for HUD-Subsidized units.
- F. Addendum. When determined necessary by LHA, it will attach addendum to the lease of a particular family. Examples of such addendum:
- Change in Family Composition - Any change in family composition will require an addendum to the lease adding or subtracting a particular party.

- Accessible Units - If a family moves into a unit with special accessibility features and the family does not require those features, LHA will add an addendum to the lease whereby the family agrees to transfer if LHA requires the unit to house someone needing those features.
- Live-in Aides - If a tenant/applicant requires a live-in aide, LHA will require the tenant and applicant to sign an Live-in Aide request in which the aide agrees to follow LHA rules and acknowledges no right of tenancy. If approved, LHA will attach the request to the lease as an addendum.
- Repayment Agreement - If a tenant/applicant owes LHA money and LHA agrees to a repayment agreement, LHA will attach an addendum in which the tenant agrees to abide by the agreement as a condition of tenancy.

G. Utilities. Prior to executing the lease the prospective tenant must have all tenant-paid utilities in their name.

H. Failure to Lease Unit. If a prospective tenant accepts and later declines the unit without good cause, LHA will drop the applicant from the respective waiting list, and the applicant will forfeit the \$50 holding deposit. Good cause means an Allowable Refusal as described in the One Offer policy. Good cause does not include inability to pay security deposit, prorated rent or get utility service.

**PART VII
MOVING TO WORK RENT POLICIES
PUBLIC HOUSING**

Rent Schedule - Public Housing Units. LHA will calculate the amount of income, rent and other charges in accordance with the appropriate Federal Regulations except as detailed in this document for the Moving To Work Demonstration Program. The initial changes for the Moving To Work Program were effective July 1, 1999 for new admissions. For families in occupancy prior to July 1, 1999 the provisions took affect with the families next Annual Re-Examination beginning October 1, 1999. The Definitions section of this policy contains additional explanations of Total Tenant Payment, Annual Income, Adjusted Income, Utility Allowances, and Tenant Rent. LHA will not implement regulatory provisions related to the Earned Income Disregard income exclusion, imputed welfare income, or Flat Rents.

The following policies take effect for new admissions as of April 1, 2008 and annual re-certifications as of July 1, 2008.

1. Total Tenant Payment/Gross Family Contribution. In general the Total Tenant Payment is based on Annual Income and is the higher of the following rounded to the nearest dollar:
 - a. 27 percent of monthly gross income (Annual Income divided by 12) with no income deductions;
 - b. \$50 Minimum Total Tenant Payment (The provision in Section VIII(A)(3) applies here also), or;
 - C. The Utility Allowance plus \$25 for the unit the tenant will occupy. The effect of this provision is to maintain a minimum Tenant Rent of \$25. This requirement will be waived if the head of household is disabled and has a current Social Security application pending.

2. Hardship Total Tenant Payment. Existing tenants who were under lease as of March 30, 2008, are eligible to be considered for the Hardship TTP. If at the tenants next annual re-certification on or after July 1, 2008, it is determined that the change to calculating TTP based on 27% of monthly gross income with no deductions will increase the tenants TTP by more than \$25, then LHA will limit the increase by utilizing the Hardship TTP.

To calculate the Hardship TTP, LHA will calculate the Monthly Adjusted Income using the household's current Annual Income minus the amount of pre-existing Deductions that were utilized at the last re-examination prior to July 1, 2008. The Hardship TTP will be calculated based on 30% of this Monthly Adjusted Income, plus an additional \$25 for each successive annual re-examination.

If a tenant qualifies for the initial Hardship TTP, then LHA will calculate successive Hardship TTPs by adding an additional \$25 at each annual re-examination until the Hardship TTP equals or exceeds the TTP calculated based on 27% of monthly gross income. A tenant may qualify for this Hardship TTP for no more than six years from

the date of the next annual re-examination that occurs on or after July 1, 2008. Each year a tenant must self-certify that the previous deductions are reasonably the same or have increased. If the amount of deductions have decreased for a tenant (for example a family no longer pays day care), then a tenant will no longer qualify for the Hardship TTP.

In no case shall the Hardship TTP be less than \$50 or the Tenant Rent be less than the \$25 minimum rent.

3. Public Housing Ceiling Rents. LHA has established Ceiling Rents for its Public Housing units. The Ceiling Rent is the maximum rent LHA will charge a family for that unit. If the amount calculated based on income is greater than the Ceiling Rent, the Total Tenant Payment will be the Ceiling Rent. The Ceiling Rent minus the Utility Allowance will be the Tenant Rent. LHA will not implement regulatory provisions for a Flat Rent. See Attachment One.
4. Utilities and Tenant Rents. LHA has established utility allowances for units in which the tenant pays some utilities directly. In general, the amount of rent LHA will charge for these units will be the Total Tenant Payment minus the Utility Allowance for the unit. If the amount of the Utility Allowance exceeds the Total Tenant Payment or if there is less the \$25 difference, than the amount of rent charged will be \$25. Under no circumstances will the tenant receive a utility reimbursement. For units in which LHA pays all utilities, the rent will be the Total Tenant Payment. LHA will review utility allowances annually and adjust them when utility rates have increased or decreased by at least 10%.
5. Annual Income. LHA will calculate Annual Income in accordance with Federal Regulations except for the following:
 - a. Minimum Earned Income. LHA will include a minimum amount of earned income when calculating Annual Income whether or not a family is working. The minimum amount of earned income for families with one eligible adult will be based on 25 hours per week of employment at the federal minimum wage. The minimum amount of earned income for families with two or more eligible adult members will be based on 40 hours per week of employment at minimum wage. LHA will count the higher of the minimum earned income or the actual earned income for the household. The minimum earned income will be added to any unearned income the family receives. Eligible adults are persons 18 years of age or older who do not qualify for one the following exemptions. All adults in the household must be exempt in order for the household to be exempt from the minimum earned income requirements. LHA will exempt adults members of the family from the minimum earned income requirement if they meet the following criteria.

1. A person who has an illness or injury serious enough to temporarily prevent entry into employment or training. As an example, a broken limb would not automatically qualify an individual from this exemption. An individual under doctor's orders for restricted activities following surgery could be considered for a temporary exemption. Each exemption will be considered on an individual yet consistent basis. Exemptions for illness or injury of less than six weeks anticipated duration will not be given. The maximum duration of this exemption is one year.
2. A person who is age 60 or older or disabled.
3. A person who is needed in the home on a continuous basis because of the illness or incapacity of another household member and no other appropriate member of the household is available to provide the needed care. Verification from a physician or licensed or certified psychologist is required. The illness or incapacity of the household member must be evaluated periodically, depending on the diagnosis and/or prognosis for recovery. LHA will verify this at least annually.
4. A parent or needy caretaker relative of a child under the age of 12 weeks.
5. A pregnant woman beginning with the 3rd trimester (6th month) of pregnancy continuing through six weeks following the end of the pregnancy.
6. An individual who is participating in AmeriCorps or Vista.
7. A 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. The school must be accredited by the Nebraska Department of Education and/or other acceptable accrediting agencies.
8. A participant in an approved Self-Sufficiency Program. An approved self-sufficiency program is one that has been reviewed by LHA and whose sponsoring agency has an agreement with LHA regarding their program. Self-sufficiency programs provided by agencies will be approved on a case by case basis if they meet the following guidelines. The self-sufficiency plan must be part of an organized self-sufficiency program developed by the agency as part of the agency's ongoing efforts to support families in achieving self-sufficiency. The goal plans must be based on results of assessment and must list goals to be achieved and benchmarks and time lines; goals must be measurable and verifiable; realistic---within the control of the individual; adequate---contribute to the achievement of self-sufficiency; congruent with the individual's values; and time-limited. The self sufficiency plan must detail the responsibilities, roles, and expectations of the participant, the sponsoring agency and case manager, and other service providers. The self-sufficiency plan may be a flexible tool which allows for adjustments based on changes in external conditions or individual circumstances. There must be an established relationship the

Lincoln Housing Authority and the sponsoring agencies of the self-sufficiency program to allow for the exchange of information so that Lincoln Housing Authority can monitor the progress on self-sufficiency goals and objectives.

To be eligible for an exemption from the minimum earned income requirement, the individual must be fully enrolled in the self-sufficiency program and actively participating. They cannot be enrolled but inactive and cannot be under any sanction or probation with the self-sufficiency agency.

- b. **Student Income.** LHA will include all earned income in the calculation of Annual Income of full time students age 22 and older. These students will not be considered as dependents for the purpose of calculating annual and adjusted income.
 - c. **Earned Income Disregard.** LHA will not implement federal regulations for these income exclusions.
 - d. **Imputed Welfare Income.** LHA will not implement federal regulations for imputing welfare income under certain conditions.
6. **Adjusted Income.** Under MTW there are no deductions from Annual Income and therefore no Adjusted Income. Total Tenant Payment is calculated using Annual Income without adjustments. For the purpose of transition to the 27% rule with zero deductions, LHA has established a Hardship TTP based on an adjusted income that utilizes previously calculated deductions. See paragraph 2 of this section.
7. **Asset Income Calculation.** Assets equal to or greater than \$5000: Households with total assets face value equal to or greater than \$5000 will be verified by tenant provided financial statements such as monthly, quarterly or year-end statements. Asset income will be calculated using face value multiplied HUD passbook rate currently at 2%.
- Assets less than \$5000:** Household with assets less than \$5000 will self-certify their assets with a written statement and all asset income will be excluded.
8. **Verification Requirements.** In addition to the asset verification requirement changes.
- Earned income:** Applicant and Participant provided pay statements such as pay stubs will be allowable verification in lieu of a third party verification from the employer. Three months pay statements is preferred. EIV will be used first, if available and participant provided pay statements are secondary.
- Social Security Income:** Applicant and Participants may provide their most recent Social Security statement or benefit letter issued by the Social Security Administration as acceptable verification if EIV verification is not available. This eliminates the requirement that the verification be dated no more than 60 days from the date of the interview for this income only.

PART VIII
SCHEDULE OF RENTS AND OTHER CHARGES

- A. Rent Schedule - New 32 and Burke Plaza units. LHA will calculate the amount of rent and other charges in accordance with the appropriate Federal Regulations. The Definitions section of this policy contains more detailed explanations of Total Tenant Payment, Annual Income, Adjusted Income, Utility Allowances, and Tenant Rent.
1. Total Tenant Payment/Gross Family Contribution. In general the Total Tenant Payment is based on Annual Income and is the higher of the following rounded to the nearest dollar:
 - a. 30 percent of monthly adjusted income (adjusted annual income divided by 12);
 - b. 10 percent of gross monthly income (annual income divided by 12); or
 - c. \$25 Minimum Rent
 2. Utilities and Tenant Rents. LHA has established utility allowances for units in which the tenant pays some utilities directly. In general, the amount of rent LHA will charge for these units will be the Total Tenant Payment minus the Utility Allowance for the unit. For units in which LHA pays all utilities, the rent will be the Total Tenant Payment. LHA will review utility allowances annually and adjust them when utility rates have increased or decreased by at least 10%.
 3. Minimum Rent Hardship. In cases where the application of the \$25 minimum Total Tenant Payment (TTP) results in a Tenant Rent greater than \$0, a family may qualify for a financial hardship exemption. If a family is unable to pay this minimum rent amount, it may request a financial hardship exemption. Upon request for a hardship LHA will suspend the \$25 minimum TTP beginning the month following the request until it determines if the family qualifies for a financial hardship and whether the hardship is temporary or long term. Financial hardships include the following situations:
 - When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - When the family would be evicted because it is unable to pay the minimum rent;
 - When the income of the family has decreased because of changed circumstances, including loss of employment;
 - When a death has occurred in the family's household within the last six months.
- B. Rent Schedule - Conventional Arnold Heights. See Attachment Two.
- C. Rent Schedule - Conventional Apartments. Heritage Square, Northwood Terrace and Lynn Creek. See Attachment Two.

- D. Rent Schedule - Wood Bridge. LHA will have two separate rent schedules for Wood Bridge: One for Tax Credit units and one for market rate units. See Attachment Five.
- E. Rent Schedule - Summer Hill. LHA will have two separate rent schedules for Summer Hill: One for Tax Credit and Reduced Rent units and one for market rate units. See Attachment Six.
- F. Rent Schedule - Prairie Crossing. LHA will have three rent schedules for Prairie Crossing: One for Tax Credit, one for Low and High HOME units and one for Market Rate units. See Attachment Seven.
- G. Security Deposit. LHA will require each tenant to pay a security deposit in the following amounts:

Public Housing - A12	\$150
Public Housing - all other	\$150
Section 8 - BPL, N32,	\$ 50 or GFC, whichever greater
Conventional	One Month's Rent
Tax Credit/Reduced Rent Units	One Month's Rent

Following the tenant's move-out LHA may deduct certain charges from the security deposit. LHA will return the balance, if any, of the security deposit within fourteen days following a move-out inspection of the unit and receipt of a forwarding address where it can be mailed. LHA will deduct charges for the following, or otherwise in accordance with state law:

1. Any unpaid rent or other charges for which the tenant is liable.
2. Cleaning costs for the unit and appliances.
3. Damage which is not due to normal wear and tear.

- H. Pet Deposit. LHA allows pets in its Public Housing and New 32 Scattered Site units, Arnold Heights units, Mahoney Manor, Burke Plaza, and Crossroads House. LHA does not allow pets at Northwood Terrace, Heritage Square, Wood Bridge, Summer Hill, and Prairie Crossing. LHA requires pet-owning tenants to pay an additional pet deposit to be used by management at the termination of tenant's lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the pet. LHA will charge the pet deposit in accordance with its Pet Policy. LHA will not charge a deposit for an assistive animal (for example, a seeing eye dog).
- I. Additional Charges. From time to time LHA may find it necessary to assess additional charges for certain services or damages for which tenants are responsible. LHA will make all new tenants aware of these charges and provide them a copy of the standard charge sheet, LHA Form #99. As LHA updates the schedule, it will provide a 30 day notice of the new schedule of charges to all tenants.

**PART IX
RENT COLLECTION POLICY**

- A. Due Date. Rents are due and payable on or before the first day of each month.
- B. Notice of Lease Termination. After the fifth calendar day of each month LHA will send a Notice of Lease Termination to all tenants whose rents have not been paid in full. The Notice will conform with requirements of the tenant's lease and state and federal law when applicable.

The Notice will require the tenant to pay all unpaid rent and late fees within the following number of days or LHA will terminate the lease and initiate eviction procedures:

Conventional, Tax Credit & Reduced Rent units	3 days
Burke Plaza	3 days
New 32 units	10 days
Public Housing	14 days

- C. Late Fees. LHA will assess the tenant a \$20 late fee if rent is not received by the fifth calendar day of the month.
- D. Non-Sufficient Funds. LHA will consider the receipt of a Non-Sufficient Funds (NSF) check as non-payment of rent. LHA will charge \$20 for any returned checks. LHA will treat NSF checks the same as non-payment of rent. LHA will allow one NSF check before putting the tenants account on a money order only basis. On the second offense, LHA will place the account on a money order only basis for six months. On the third offense, LHA will place the account on a money order only basis for the remaining tenancy. For Burke Plaza and New 32 tenants, LHA will charge the actual cost of bank charges incurred by LHA beginning with the 2nd NSF check and each time thereafter.
- E. Legal Proceedings. If LHA does not receive the rental payment within the required number of days specified in the Notice, the tenant has not vacated the premises, and the time period for a hearing - for HUD subsidized units only - has expired, LHA will initiate legal proceedings to recover possession of the dwelling unit.
- F. Extensions. LHA will consider a request for an extension due to hardship. Any request for an extension must be in writing, include an explanation of need, the exact date payment will be made, and be received at the LHA main office by the fifth calendar day of the month. LHA reserves the right to deny any request and to limit the number of extensions granted to any resident. The rent will still be considered late and the \$20.00 late fee will be assessed and must be included with the payment. Late payment of rent is a lease violation and will be reflected on your leasing records.

PART X
RE-EXAMINATION OF FAMILY INCOME AND COMPOSITION
HUD-SUBSIDIZED UNITS ONLY

- A. Annual Re-examinations. LHA will annually re-examine each tenant family's income and composition in order to determine the appropriate Total Tenant Payment and Tenant Rent to charge for the ensuing year. LHA will also determine if the unit size remains appropriate, review compliance with the Community Service Requirements for Public Housing, and review any other pertinent issues with the family.
1. Annual rent adjustments will be effective on the anniversary date of the family's lease. If the family's lease was effective on a day other than the first of the month, then the annual adjustment will be effective on the first day of the month of the anniversary date of the lease. LHA will make reasonable efforts to complete the process at least 30 days prior to that date in order to give each family adequate notice of any rent change. LHA will begin the process 90 days prior to the effective date of each family's annual rent adjustment. For Burke Plaza and New 32 tenants, LHA will begin the process 120 days prior to the effective date, in accordance with HUD Handbook 4350.3.
 2. LHA will require each household to complete and sign appropriate forms and documents to provide all data and information necessary to enable LHA to determine the appropriate Total Tenant Payment, Tenant Rent, and unit size for the family. In addition LHA will require the appropriate family members to sign authorizations for release of information, certifications, and other requisite forms in order to verify the information and complete the process. LHA will anticipate all known income to be received for a 12 month period after the effective date of the Annual Re-examination. If the tenant receives an increase in income after the Annual Re-examination meeting with LHA, LHA will not include the increase in its Annual Income calculation, as long as the increase was not known or anticipated by the client at the time of the meeting.
 3. In accordance with the above schedule, LHA will contact the family to schedule an appointment to complete the necessary paperwork and to begin the process. LHA will provide the family up to 2 notices to schedule an appointment. It is the family's responsibility to schedule an appointment and provide all necessary information for LHA to complete the re-examination within 60 days of the first notice. If the family does not respond, misses a scheduled appointment, or otherwise refuses to complete any part of the recertification process, LHA will send a 14/30 day notice to terminate the lease. A family's failure to respond and keep appointments may also result in less than a 30 day notice of rent changes. For Burke Plaza and New 32 tenants LHA will follow the process for 2nd and 3rd notices as required by HUD Handbook 4350.3.
- B. Interim re-examinations. Under certain circumstances LHA will re-examine a family's income and/or composition between annual re-examinations. LHA will complete interim re-examinations at the participant's written request and when there is a household composition

change. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will perform interim re-examinations under the following circumstances:

1. Family Composition Changes: Families must report composition changes in writing within thirty (30) calendar days of the change in composition status. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will review eligibility requirements when a person is added or deleted from the household. LHA must review and approve the eligibility of an additional person in the unit. LHA will conduct an interim review and increase rent if the change in income is due to a change in family composition.
2. The tenant family requests a rent review due to a decrease in family income or a change in other circumstances that would lower the rent payment. LHA will not lower rent for payments due to a temporary loss of income of one month (30 days) or less duration. In Public Housing units only, if a family member has terminated employment, LHA will make the rent decrease effective 90 days after the month the decrease occurred or after all verifications are received, whichever is the latest. In Public Housing units, LHA will not conduct an interim review to implement the change to the 27% rule; this will be done at annual re-examination.

Temporary or Sporadic Employment: If a person works temporary or sporadic employment for the past 12 months, the LHA will anticipate the next 12 months earnings using the past income to reflect the future income. If the person has not been enrolled with temporary work on a consistent basis (less than 12 months) then LHA will anticipate the income on a quarterly basis, completing interims quarterly regardless of the increase or decrease of income.

3. LHA had calculated the current rental payment for a temporary time period, and planned an interim review. LHA will conduct an interim rent increase if it previously reduced the rent due to a temporary loss of income. For Example: A household member submits a doctor statement that they will not be able to work for 2 months. An interim was completed and two months rent reflected zero income. The third month will have another interim adding the employment income back into the TTP.. When possible LHA will issue concurrent notices on lowering the rent and one increasing the rent effective on predicted date the client returns to work.

Families who report zero income will be required to cooperate with quarterly income re-examinations.

4. There is a change in federal regulations requiring such a review.
5. LHA receives information that indicates the tenant has incorrectly or falsely reported the family's income or composition.

6. *For Burke Plaza and New 32 tenants.* There is an increase in the family's annual income for \$200 per month or greater. Tenants must report the change in the household's income. LHA will determine whether a re-examination is necessary.
 7. *For Public Housing units.* Tenants are not required to report increases in income until the next Annual Review, and LHA will not perform an interim and increase rent until the next annual review except for the following circumstances.
 - LHA will conduct an interim review and increase rent if the change in income is due to a change in family composition.
 - LHA will conduct an interim review if the tenant no longer qualifies for an exemption from the Minimum Earned Income for any reason other than employment (For example the tenant is terminated from a self-sufficiency program for failure to cooperate with program guidelines). If the tenant no longer qualifies for an exemption from the MEI, then LHA will conduct an interim review to include Minimum Earned Income in the calculation of Annual Income and increase the rent.
 - LHA will conduct an interim rent increase if it previously reduced the rent due to a temporary loss of income. For example if a pregnant client's rent was decreased due to a work stoppage and loss of income, LHA will increase rent up to its previous level when the client starts working again. When possible LHA will issue concurrent notices - one lowering rent and one increasing rent effective on the predicted date of the clients return to work.
 - LHA will conduct quarterly interim reviews and adjust rent for income increases for families who report zero income.
- C. Reporting Deadline. LHA requires tenants to report changes in family composition within 30 days of the change. Burke Plaza and New 32 tenants are required to report increases in income of \$200 per month or greater within 30 days of the change. Public Housing tenants are not required to report income changes until the next Annual Re-examination unless the change is due to a change in family composition.
- D. Interim Rent Adjustments. LHA will issue a Notice of Rent Adjustment informing the family of any change in the family's rent resulting from an interim re-examination. The rent will remain in effect until the next annual re-examination or until circumstances occur that warrant an interim rent review. LHA will attempt to give the family at least 30 days notice of any rent increase. However, if the family fails to fully cooperate with the review process, fails to provide required information on a timely basis, fails to respond to notices to schedule a review meeting or misses an appointment, LHA may provide less than 30 days notice. LHA will charge retroactive rent if the participant fails to report changes in writing within the required time frames. LHA will make decreases in tenant rent effective the month after LHA receives adequate verification of the change. In Public Housing units, if a family member has terminated employment, LHA will make the rent decrease effective 90 days after the month the decrease occurred or after all verifications are received, whichever is the latest.

- E. Incorrect Unit Size. If LHA determines that the size or composition of a family has changed and that the unit occupied by the family is no longer suitable according LHA's Occupancy Standards, LHA will transfer tenants to another dwelling unit in accordance with the Transfer Policy. If LHA does not own or operate units of the appropriate size, LHA may terminate the family's lease in accordance with the Lease Termination section of this policy or waive its occupancy standards. LHA will attempt to provide the family assistance in locating another unit, including referrals to other rental assistance programs.
- F. Misrepresentations. If LHA determines that a tenant intentionally or deliberately misrepresented or otherwise incorrectly reported income, assets, deductions, family composition, or other information upon which the rent and unit size and type are based, LHA will determine the amount of rent that should have been charged and attempt to collect the amount owed. If the family repays the amounts owed and/or moves to the appropriate size or type of unit, LHA may allow a tenant family to remain in tenancy. Otherwise LHA will terminate the tenant's lease in accordance with the Lease Terminations section of this policy. At its sole discretion LHA may allow a family to enter into a repayment agreement to pay off their debt over a specified period of time. The participant/applicant must cooperate with the Program Integrity program to assist with obtaining accurate information to determine program eligibility. Should the participant fail to cooperate in obtaining the requested information, the household would be terminated and would not be approved for assistance until cooperation with the Program Integrity is satisfied.
- G. Temporary/Extended Absence. LHA policy for temporary absence of household members depends on whether the family member is an adult or child and whether the household member is the only adult or sole member of the household. The family will need to declare in writing to LHA when a family member is temporarily absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will advise the family of their options and how it affects the rent and unit size. LHA distinguishes between absence and abandonment. This policy for absence assumes tenant continues to pay rent and comply with the lease terms and rules of occupancy.
1. Children/Dependents
 - (a) Children in Foster Care. If the children are removed from their parent's home due to neglect or abuse, the child(ren) will remain a member of the tenant family as long as a reunification plan is in place with the local social service agency. Otherwise they will not be counted as part of the household. LHA will obtain verification from the local social service agency.
 - (b) Dependent Student (other than head or spouse): A student who attends school away from home, but lives with the family during recesses, may be considered either temporarily absent (first \$480 of income counted and on lease) or permanently absent (income not counted, not on lease) at the family's option.
 - (c) Joint Custody of Children: Children who are subject to a joint custody agreement but live in the unit 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 and do not have

to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents.

2. Single Parent/Adult Households. When a single parent will be absent for an extended period, LHA will allow another adult to move into the household to care for the children. LHA will continue assistance for up to 60 days, as long as the family continues to meet the definition of family and the other adult meets all other eligibility requirements. The single parent must not be absent from the unit more than 60 days unless it is for medical reasons. A single parent may be absent from the unit for up to 180 days for medical reasons. When the single parent is required to be on an extended absence, a responsible adult must be present to supervise the children and the dwelling unit. At LHA's discretion the other adult may be added as a member of the household in order to allow the family to continue receiving assistance.
3. Two or More Adult Households.
 - a. Head of the Household may not be absent from household for more than 60 continuous days or they will be considered permanently absent from the household. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days. LHA will work with a family to change the designated Head of Household as necessary.
 - b. Absence by other Adult. LHA will consider the spouse or other household member to be temporarily absent if they are estimated to be gone for less than three (3) months of the re-certification period. Absence due to hospitalization or nursing home stays may exceed 3 months.
4. Sole member of the Household. The sole member of the household cannot be absent for more than 60 continuous days. If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the lease will be terminated, unless the absence is due to medical reasons. A sole member may be absent from the unit for up to 180 continuous days for medical reasons.

If the sole member must leave the household to go to the hospital or nursing home, LHA will seek advice from a reliable medical source as to the likelihood and timing of their return. If the medical source informs LHA that they will be permanently confined to a nursing home, they will be considered permanently absent. The length of stay cannot exceed 180 days before LHA will consider the absence permanent.

If the sole member must be absent from the unit to attend to the needs of an ailing family member, the sole member must not be absent from their unit for more than 60 continuous days to be considered temporarily absent.

H. Permanent Absences. The family must report in writing to LHA to declare a family member permanently absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability.

1. Spouse and other Adult members. This applies to persons who were declared to be members of the family such as the spouse or members living in a relationship as a spouse. If the spouse or other adult member leaves and will be gone for three (3) months or more, and the family declares in writing that the spouse or other member is permanently absent, LHA will consider them permanently absent and remove them from the lease. LHA will consider a person permanently absent if the person has been gone for three (3) months or more of the re-certification period, or one of the following is provided:
 1. Divorce or legal separation.
 2. Lease in their name at another location.
 3. Utility bills or other appropriate documentation in their name proving residence at another location.
 4. Statements from other agencies such as Health and Human Services.
 5. At LHA discretion, a written statement from the family with a forwarding address.
2. Military (adult child): If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.
3. Time Limits for Temporary Absence. Household members absent from the household in excess of the time limits allowed in section on Temporary/Extended Absence will be considered permanently absent.
4. Children. Children will be considered permanently absent as reported by the Head of Household.

PART XI
ANNUAL RECERTIFICATION
TAX CREDIT & REDUCED RENT UNITS

LHA will annually re-certify the income of households occupying units subject to the requirements of the Low Income Housing Tax Credit Program. LHA will determine whether the household's income still meets the requirements of the Tax Credit program. Similarly LHA will annually re-certify the income of households occupying the Summer Hill Reduced Rent Apartments. For Tax Credit and Reduced Rent tenants who are also Section 8 tenants, LHA will utilize the annual Section 8 review to fulfill the requirements of the Tax Credit recertification. Although LHA will utilize the annual Section 8 review, LHA will not utilize or act upon changes reflected by interim Section 8 reviews. For the purpose of the Tax Credit program, LHA will require families to report only changes in household composition or student status between annual recertifications, and will act as necessary to maintain occupancy standards and compliance with the Tax Credit program.

For Tax Credit and Reduced Rent units in the Wood Bridge, Summer Hill and Prairie Crossing developments, if the households income exceeds 140% of the initial qualifying income (60% of median), LHA will require the family to vacate the unit or transfer to a market rate rental unit as necessary to keep the mix of market and tax credit/Reduced Rent units as planned and not to adversely affect the tax credit Applicable Fraction.

PART XII
VERIFICATION OF APPLICANT'S STATEMENTS AND INCOME

- A. Scope of Verification. LHA will verify all information affecting an applicant family's eligibility, selection preferences, rent calculations, and required unit size and type prior to admitting the family into its HUD-subsidized units or Tax Credit units. This may include the following:
1. Age
 2. Assets
 3. Child Care expenses
 4. Citizenship/ Immigration Status (if born outside the US)
 5. Dependent Allowance
 6. Disability assistance expenses
 7. Disability status
 8. Familial status
 9. Family circumstances
 10. Income (inclusions and exclusions)
 11. Legal identity
 12. Medical expenses
 13. Preference status
 14. Social Security numbers
 15. Unit size
 16. Zero income status
 17. Full-time Student status.

These verifications will occur no more than sixty (60) days prior to the offer of a unit, and no more than 60 days prior notification of rent change at annual and interim re-examinations. Permanent verifications must only be verified once, e.g. Social Security numbers.

- B. Methods of Verification:** LHA will verify in accordance to the federal regulations and LHA procedures. LHA prefers to independently verify information. However, LHA recognizes this may not always be possible, thus LHA will observe the following preferred order of verification:

1. **Up front Income Verification:** As available by HUD, up front income verification through computer matching will be used to verify wages, unemployment, TANF, and Social Security Benefits.
2. **Third Party:** LHA will first attempt to obtain written third party verifications of information. LHA will require applicants to sign authorizations for the release of information to enable LHA to obtain such verifications. LHA will send verification forms directly to employers, banks, social service agencies and others in order to receive an accurate third party verification. LHA's written inquiries will state the purpose of

the inquiry and include the applicant/participant's authorization to release information. LHA will strongly encourage parties to respond in writing, but will accept oral verification from a third party source if a written response is not possible. LHA will document all attempts to obtain written and oral third party verifications before moving to the next level of verifications.

Computer verification will serve as a third party verification where allowed by HUD and/or state or local agencies. Computer printouts are acceptable.

3. **Family Documentation:** If third party verification is not possible, LHA may accept documentation supplied by the applicant. All documents will be photocopied. If photocopying is not allowed for a particular piece of documentation, then LHA will be required to make a notation in the file regarding the document which was viewed.
4. **Family Certification:** Under limited circumstances, if the nature of the information cannot be documented or independently verified, LHA may accept a certification from the family by submitting a statement in writing. LHA will use its best judgement to determine whether the family should be able to provide documentation of certain information.
5. **Release of Information:** Families will be required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice and other appropriate forms of verification not covered under the HUD form 9886. The signatures should be updated at each annual re-examination. Family refusal to cooperate with the required verification system will result in denial or termination.

C. **Acceptable Forms of Verification:** The verifications are listed in the order of most to least preferable form of verification. LHA will attempt to obtain the "most" preferable form of verification.

Income and Assets:

1. **Alimony or Child Support Payments:**
 - (a) Copy of separation or settlement agreement or divorce decree stating amount and type of support and payment schedules.
 - (b) Statement of the party responsible to enforce the payments indicating a record of payment history.
 - (c) A letter from the person paying the support.
 - (d) A copy of the latest check. LHA must record the date, amount and number of the check.
 - (e) Child Support/Alimony certification statement.
 - (f) Household's signed statement.
2. **Assets Disposed:**

- (a) Family's certification as to whether any member disposed of assets for less than fair market value during the two years preceding the effective date of the certification/re-certification.
and/or
 - (b) If the family disposed of assets for less than fair market value, a certification that shows:
 - (i) All assets disposed of for less than FMV;
 - (ii) Date assets were disposed;
 - (iii) Amount family received; and
 - (iv) The asset's market value at the time of disposition.
3. **Assets (Net Current & Non-Liquid):** Collect enough information to determine the current cash value. For Public Housing under MTW, only assets equal to or more than \$5,000 face value require verification beyond self-certification. Assets of less than \$5,000 are verified with self-certification by the household.
- (a) Verification forms, letters or documents from a financial institution.
 - (b) Passbooks, checking account statements, certificates of deposit, bonds or financial statements.
 - (c) Quotes from stock broker or real estate agent.
 - (d) Real estate tax statements at current market value.
 - (e) Copies of closing documents.
 - (f) Appraisals.
 - (g) Family's notarized statements.
4. **Employment:** Verification from the employer will include the pay frequency, effective date of the last pay increase, probability and effective date of any increase during the next 12 months.
- (a) Employment verification form completed by the employer.
 - (b) Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days employment unless the participant recently started employment and has not worked a full 30 days.
 - (c) W-2 forms plus tax return forms.
- Employment for Public Housing under MTW:
- (a) Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days (preferably 3 months) employment unless the participant recently started employment and has not worked a full 30 days.
 - (b) W-2 forms plus tax return forms.
 - (c) Employment verification form completed by the employer
5. **Interest Income and Dividends:**

- (a) Account statements, passbooks, etc., providing enough information and signed by the financial institution.
 - (b) Brokers' quarterly statements showing the value of the stocks or bonds and the earnings credited the applicant.
 - (c) An IRS form 1099.
6. **Interest from the sale of real property pursuant to purchase money mortgage, installment sales contract or similar arrangement:**
- (a) A letter from the accountant, attorney, real estate broker, the buyer or financial institution stating the interest due for the next 12 months.
 - (b) Amortization schedule showing the interest for the 12 months following the effective date.
 - (c) A copy of the check paid by the buyer to the applicant is **not** sufficient.
7. **Rental Income:**
- (a) IRS 1040 with Schedule E.
 - (b) Copies of latest rent checks, leases or utility bills.
 - (c) Documentation of family's income and expenses in renting the property which includes expense and income receipts.
 - (d) Lessee's written statement identifying monthly payments due the family and family affidavit to net income.
8. **Recurring Gifts:**
- (a) Notarized statement signed by the person providing the gifts. Must give the purpose, dates and value of the gift(s).
 - (b) Family notarized statement that provides the same information indicated above.
9. **Self-Employment (Net Income from a Business):** The following documents will reflect the prior year's income, but LHA must consult with the participant/applicant on the estimated income due for the next 12 months.
- (a) IRS Tax Return, form 1040 and any schedules © - Small Business, E - Rental Property and F- Farm Income).
 - (b) Accountant's calculation of depreciation expense computed using straight-line depreciation rules.
 - (c) Financial statements of the business.
 - (d) Loan application listing income derived from the business during the previous 12 months.
 - (e) Applicant's accounting statements as to the net income realized from the business during the previous years.
10. **Social Security, Pensions, Disability and Unemployment Income:**
- (a) Computer links.
 - (b) Benefit verification form completed by the agency providing the benefits.
 - (c) Award or benefit notification letters.

11. **Welfare:**
 - (a) Records obtained via LHA's computer link or directly from the Department of Health and Human Services.
12. **Zero income Status:** Families reporting no income or unrealistically low income will be required to sign an affidavit of unemployment, zero income affidavit and/or "survival" statement.

Deductions:

For Public Housing under MTW, effective April 1, 2008 all deductions except deductions provided under the Hardship TTP will be eliminated according to the MTW policy changes. Under the Hardship TTP the household will provide a written statement regarding the previous allowable deductions describing if they have remained the same, or are expected to increase.

13. **Age (to verify elderly & dependents):**
 - (a) Birth Certificate;
 - (b) Naturalization and Immigration papers;
 - (c) US passport;
 - (d) Hospital record of birth
 - (e) Baptismal record;
 - (f) Driver's license;
 - (g) Government issued identification;
 - (h) School records;
 - (i) Health records (i.e. immunization);
 - (j) Medical papers or statements;
 - (k) Military service papers;
 - (l) Written verification from social services agencies;
 - (m) Insurance records
 - (n) Newspaper records;
 - (o) Family bible records;
 - (p) Written family statements.
14. **Child Care Expenses:**
 - (a) Written verification from the person who received the payments. The verification should include the Federal ID number or Social Security number, name, phone number of the child care provider, name of each child, number of hours, days of the week and the amount charged for each child.
 - (b) Family certification on the payments which have been made or reimbursed by outside sources.
15. **Dependent Deductions:**

In addition to receiving verification of “age”, LHA must provide verification of family relationship. The following verifications may be used for relationship status to the head of the household.

- (a) Birth Certificate;
- (b) Naturalization and Immigration papers;
- (c) US passport;
- (d) Hospital record of birth
- (e) Baptismal record;
- (f) Government issued Identification;
- (g) School records;
- (h) Health records (immunization records);
- (i) Medical papers or statements;
- (j) written verifications from social services agencies
- (k) Insurance records
- (l) Newspaper records;
- (m) Family bible records;
- (n) Written family statements
- (o) Signed LHA Personal Declaration or Application.

16. Medical Expenses:

- (a) Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc. The verification will include estimated medical costs to be incurred by the family and/or regular payments due on medical bills, and verification should state which of the medical expenses will be reimbursed by Insurance or another agency.
- (b) Insurance company’s or employer’s written verification of health Insurance premiums to be paid by the family.
- (c) Social Security Administration’s written verification of Medicare premiums to be paid by the family in the next 12 months.
- (d) For Attendant Care: Doctor’s certification the assistance of the attendant is medically necessary; attendant’s written verification of the hours provided, the amount and frequency of payments, and the family’s certification as declaring if any of the payments have been paid or will be paid by an outside source.

NOTE: *When using the verifications below, the client must complete the Medical Expense declaration form to accommodate the following verifications.*

- (e) Receipts, canceled checks or pay stubs which indicate health Insurance premiums, medical and/or Insurance expenses to be incurred over the next 12 months.
- (f) Copies of payment agreements with medical facilities or canceled checks verifying payments to be made on outstanding medical bills that will continue into the next 12 months.
- (g) Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate the future medical expenses. LHA may use this

approach for general medical expenses such as non-prescription drugs and regular visits to a doctor or dentist, but not for one-time recurring expenses from the previous year. LHA may use a form letter to submit to the physician to verify any future medical need including prescribed services, prescriptions and non-prescription items.

- (h) Mileage: LHA will use mileage at the rate approved for LHA or cab receipts with to/from addresses listed for verification of the cost of transportation directly related to a medical treatment.

15. **Assistance to the Disabled:** Attendant Care, Auxiliary Apparatus, etc.

- (a) Written certification from the doctor or rehabilitation agency the disabled person requires services of an attendant, or the use of auxiliary apparatus to permit the disabled person to be employed or to function sufficiently and independently to enable another family member to be employed.
- (b) Family's written certification as to whether or not they receive reimbursement for any expenses and the amount reimbursed.
- (c) Refer to medical expenses above for verification requirements of the expenses.

Miscellaneous:

16. **Citizenship or National Status:**

- (a) Individuals born outside of the United States—a birth certificate or naturalization papers; and
- (b) Signed declaration of 214 status provided by the family for each household member and a copy of the Social Security card.
- (c) Non-citizens in eligible immigration status—provide USCIS card or documentation containing an alien registration number and a signed verification consent form.

17. **Full Time Student Status:**

- (a) Written verification from the registrars' office or appropriate school official.
- (b) School record indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

18. **Medical Need for Larger Unit:**

- (a) A medical source must provide a written certification there is a need to provide a larger unit as a reasonable accommodation for a disability.

19. **Certification of Domestic Violence, Dating Violence or Stalking:**

A family member must complete and submit form HUD-50066 or information provided in lieu of the certification within 14 business days of receiving a written request by LHA. Verification will also be required to confirm the certification. Verification may include but is not limited to:

- 1. A Federal, State, tribal territorial or local police or court record; or

2. Documentation signed by an employee, agent or volunteer service provider, an attorney or medical profession whom the victim has sought assistance in addressing the violence issues.

If the victim does not provide complete a complete and accurate certification within 14 business days or request an extension from LHA, none of the protections afforded to victims of domestic violence, dating violence or stalking shall apply.

PART XIII
LEASE TERMINATIONS

- A. Tenant Termination. The tenant may terminate the lease by providing a written notice to LHA in the accordance with the lease agreement.
- B. LHA Termination - Conventional and Tax Credit Units. LHA will terminate or refuse to renew a tenants lease at its discretion in accordance with the lease and state law.
- C. LHA Termination - HUD Subsidized Units. LHA will terminate or refuse to renew the lease for serious or repeated violation of material items of the lease such as failure to make payments due under the lease, failure to fulfill the tenant obligations set forth in the lease, failure to comply with the Community Service Requirements, or for other good cause. Other good cause includes, but is not limited to: serious or repeated interference with the rights of other tenants or neighbors; serious or repeated damage to the leased premises; creation of physical or health hazards; failure of the tenant to use the dwelling unit as his principal place of residence; or failure to fulfill other tenant obligations set forth in the lease. If LHA terminates the lease, LHA shall provide written notice to the tenant as follows:
1. In accordance with the Rent Collection Policy in the case of failure to pay rent.
 2. A reasonable time considering the seriousness of the situation - but not to exceed 30 days - in a case where a tenant creates or maintains a threat constituting a serious and clear danger to the health or safety of other tenants or housing authority employees. A serious and clear danger shall include but not be limited to any of the following activities of the tenant or any other person on the premises with the consent of the tenant:
 - a. Physical assault or the threat of physical assault.
 - b. Illegal use of a firearm or other weapon or the threat to use an illegal firearm or other weapon.
 - c. Any "drug-related criminal activity."
 3. At least thirty (30) days prior to termination in all other cases. On a first offense, LHA will provide a 14 day period to remedy the tenant default.
- D. Drug-related, Violent or Other Criminal Activity. The U.S. Department of Housing and Urban Development requires housing authorities to provide a written policy concerning when a lease will be terminated for drug-related criminal activity, alcohol abuse, violent criminal activity, or other criminal activity. In determining whether to terminate the lease of a family LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and other media reports, and past history with any housing authority or landlord. The Lincoln Housing Authority will terminate the lease of tenants in accordance with HUD's rules and regulations, for the following conduct:

1. Drug-Related Criminal Activity: The sale or use of illicit drugs has consequences that negatively affect the lives of family members, neighbors and the Lincoln community as a whole. The negative consequences include a strong correlation with acts of violence committed against innocent people, which damage the lives of families affected by drug use and effectively end the household's ability to become self-sufficient.
 - LHA will terminate the lease when any family or household member is currently engaged in or has within the previous three years engaged in any drug-related activity regardless of arrest or conviction status. LHA will terminate the lease for any household or household member engaged in drug-related activity on or off the assisted premises. If the household member has been arrested for a drug-related criminal activity involving use or possession, but not production, manufacture, or sale, the lease will not be terminated if the household member enters into a drug treatment program approved by LHA within sixty (60) days of LHA's notification to the head of household of drug-related criminal activity. Failure to actively participate in or complete the drug treatment program successfully will result in termination of the lease for the entire household.
 - LHA will terminate the lease for drug-related criminal activity in or near the participant's unit when the crime is committed by a guest or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called a law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in a drug-related criminal activity on or near the participant's residence, and (b) an arrest is made of the guest or other person under the participant's control without arresting or citing the participant or head of household.
 - If an assisted adult household member contacts a law enforcement agency specifically about drug use or drug possession by other adult members of the household on or off the premises, LHA will not terminate the lease if (a) the adult member arrested is removed from the premises and (b) the arrested household member is removed from the lease for the unit and barred from living with the family for a minimum of three (3) years. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
 - If a minor household member (under age 19) is arrested for drug-related activity on or off of the premises, LHA will terminate the household's lease unless the minor household member enrolls in a supervised drug treatment program approved by LHA within sixty (60) days of LHA's notification to the head of household of drug-related criminal activity. The minor household member must successfully complete the drug treatment within the time prescribed by the treatment program. If the minor household member refuses to start or complete the drug treatment program, the minor household member must be removed from the household for a minimum of three (3) years. To be readmitted into the household after the mandatory three-year separation, the minor household

member must meet all admission requirements under LHA policies and HUD rules and regulations. If the head of household refuses to remove the minor household member from the premises and lease, the household's lease will be terminated.

- LHA will terminate the lease and permanently bar the household from any housing assistance, if any household member has been convicted for the manufacture or production of methamphetamine on the premises of any federally assisted housing unit. The household terminated for manufacture or production of methamphetamine will be subject to a lifetime prohibition from participation in any federal housing assistance program or any program operated by LHA.
2. Alcohol Abuse: LHA will terminate the lease if it determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for alcohol abuse, the household must wait three (3) years from the termination date before the household may reapply for any housing assistance. When the household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to any waiting list.
 3. Violent and Other Criminal Activity: LHA will terminate the lease if it determines that any household member has engaged in any violent criminal activity or is currently engaged in other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for violent criminal activity or other criminal activity, the household must wait three (3) years from the completion of sentence or payment of fines to reapply for any housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list. LHA will terminate the lease if a tenant is fleeing to avoid prosecution, or custody or confinement, 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 is a high misdemeanor in the state of New Jersey); or is violating a condition of probation or parole imposed under Federal or State law.
 4. Felonious Sex Offenders: LHA will terminate the lease if any household member has committed a felony sex offense. The household member will be subject to a lifetime prohibition from participation in any LHA program.
 5. Threats Toward LHA Workers/Agents: LHA will terminate the lease if any household member has engaged in or threatened abusive or violent behavior towards a LHA employee, contractor, subcontractor or agent. The household member will be ineligible for housing assistance for three (3) years after the incident. At the end of the three (3) years, the household may reapply for housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements of admission to the waiting list.

6. Reporting by Head of Household of Drug-Related Activities, Alcohol Abuse or Other Criminal Activities. The Lincoln Housing Authority will terminate the household's lease if the household has failed to fully list on its application, annual re-examination Personal Declaration form, or other form used by LHA, any household member's arrest for drug-related activities, alcohol abuse arrests, or other arrests for violent or other criminal activities.
- E. Judicial Proceeding. LHA will evict tenants only by initiating appropriate judicial proceedings.
 - F. Public Housing Grievances. LHA will process and resolve grievances or appeals concerning the obligations of the tenant or the housing authority under the provisions of the Public Housing Lease in accordance with LHA's Public Housing Grievance Procedure that is in effect at the time such grievance or appeal arises.
 - G. Violence Against Women Act of 2005. LHA will not terminate the lease of a HUD Subsidized Unit on the basis of a tenant's victim status, if the person otherwise qualifies for continuation of assistance. LHA will follow the policies and requirements as stated in the Violence against Women Act of 2005 (VAWA). Nothing in this section limits LHA's authority to evict or terminate a lease for any lease violation not premised on an act of violence against the tenant or member of the tenant's household. Nothing in this section limits LHA's authority to evict or terminate a lease if there is an actual and imminent threat to other tenants, neighbors, guests, employees, or others. Nothing in this section limits LHA's authority to evict or terminate a lease of a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members. LHA may, if allowed under state law, bifurcate a lease to remove or terminate tenancy of any individual who engages in criminal acts of physical violence against family members or others, without terminating the lease of the victim of the violence.

A victim shall take action to control or prevent the domestic violence, dating violence or stalking. The action may include but is not limited to: obtaining and enforcing a restraining order or no contact order or protection order for protection against the perpetrator; obtaining and enforcing a ban of the perpetrator from the property; enforcing LHA's or law enforcement's ban of the perpetrator from the property; preventing the delivery of the perpetrator's mail to the victim's unit; providing identifying and other verification information as required by the VAWA and Part XII of this document; and other reasonable measures.

PART XIV
COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY PROGRAM

A. Introduction

The Quality Housing and Work Responsibility Act of 1998 requires that every adult resident of public housing perform 8 hours of community service each month or participate in an economic self-sufficiency program for at least 8 hours every month or a combination of each activity for a total of 8 hours each month. Certain adults are exempt from the requirements.

B. Community Service\Economic Self-Sufficiency Requirements for Adults

Adults age 18 and above who are not exempt must perform 8 hours of community service per month or 8 hours of participation in economic self-sufficiency programs or any combination of these activities. Either type of activity must be verified by a responsible and objective third party.

Community Service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. LHA will consider community service to be a broadly defined area of service performed under the auspices of a non-profit organization, service club, government agency, school, church, or other community organization. Community service is not employment and may not include political activities. Community service can include volunteer work in schools as well as state-approved home schooling of household members by a tenant or adult member of the family.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include job training and job readiness programs, budget and credit counseling, employment counseling, work placement, work experience, apprenticeships, basic skills training, secondary and post-secondary education, adult basic education and GED preparation, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

C. Exemption from Community Service\Self-Sufficiency Requirements

The requirement to perform community service or participate in an economic self-sufficiency program applies to all *non-exempt*, adult residents(18 and older) in public housing.

An Exempt Individual is an adult member of the household who:

- 1) Is 62 years or older.
- 2) (i) Is a blind or disabled individual and who certifies that because of this disability she or he is unable to comply with the requirements, or
(ii) Is a primary caretaker of a blind or disabled individual and who certifies that because of this, she or he is unable to comply with the requirements. Only one adult in a household will qualify as a primary caretaker.

- 3) Is working for at least 8 hours per month or participating in Americorps, Vista, or Senior Community Service Employment Program.
- 4) Meets the requirements for being exempted from having to engage in a work activity under the State program as stated by the Social Security Act or under any other welfare program of the State. In Nebraska, Employment First regulations will be used as a guide in determining temporary or 12 month exemptions to the community service requirements.
- 5) Is a member of a family receiving Temporary Assistance to Needy Families (TANF) and has not been found to be in non-compliance with the program.

For any exemption, the Lincoln Housing Authority requires verification. In some cases, information to substantiate the exemption or actual verification information may already be on file. Some exemptions will be for the full twelve month period; other exemptions will be only for part of the twelve month period.

D. Notification to Residents and Status Determination

Public housing families will be informed of the requirements when they are initially housed or transferred and at least 30 days prior to the effective date of each annual review. At those times, each adult member of the household will be reviewed to determine if s/he is required to participate in community service\economic self-sufficiency activity or if s/he is exempt from the requirement. The determination is made according to what each adult's status is anticipated to be on the effective date of the annual review or move in.

If new adult members are added to a household, a status determination for community service is made at that and then as part of the annual review thereafter.

An adult member of the family can who is required to do community service or economic self-sufficiency activities can request a review of their situation at any time to determine if the community service activity requirement can be discontinued because the member has become exempt. A review will be done within 30 days of a request. This review may be done by phone, fax, mail, or in person, at the discretion of the LHA. Supporting documentation for any change in status is required.

E. Public Housing Lease

HUD regulations on community service require a 12 month lease term for public housing. For purposes of the community service program, the 12 month terms refer to the periods between initial housing and the effective dates of annual reviews thereafter. The public housing lease specifies that failure to comply with the community service requirement is grounds for termination of the lease at the end of the twelve month lease term but not for termination of the lease during the course of the twelve month lease term.

E. Procedures for Non-Exempt Residents

Each non-exempt adult will be referred to the community service liaison. The community service liaison will contact the family and provide clarification of the family responsibilities as well as suggestions for participating in either community service or economic self-sufficiency activities. The community service liaison will also provide forms for reporting the hours to fulfill the requirements. The family member must provide information and cooperate in verification of the community service and economic self-sufficiency activities. The community service liaison will also assist in verification of any exemptions or temporary exemptions that did not exist or were not evident during initial housing or annual reviews.

G. Annual Review and Determination of Compliance

During the annual review process, LHA will determine if the tenant and adult family members have complied with community service\economic self-sufficiency requirements. LHA will also determine which adult members of the family qualify for an exemption for the upcoming twelve month period.

H. Notice of Non-Compliance

At the annual review, if LHA determines there is a family member who is required to fulfill a community service\economic self-sufficiency requirement and has not done so, LHA will notify the tenant of this determination. The notice will describe the non-compliance and will state that the LHA will terminate the lease at the end of the twelve month period. Prior to the date of the lease termination, the tenant will have the option to:

- a) enter into a written agreement with the to cure such non-compliance and in fact cure such non-compliance according to the agreement; or
- a) provide written assurance satisfactory to the LHA that the tenant or other non-compliant resident no longer resides in the unit.

The notice will also state that the tenant may request a grievance hearing on the matter and to contest the determination in a court of law.

I. Written Agreements to Cure Non-Compliance

If the tenant family wishes to enter into a written agreement to cure non-compliance with the community service requirements, they must complete and sign the written agreement prior to the effective date of lease termination. In entering into a written agreement to cure non-compliance, the LHA will review any mitigating circumstances for which the family can provide documentation including illness, temporary absence, accident, family crisis, temporary exemptions not previously reported, and community service\economic self-sufficiency activities that were not part of the plan or not previously reported. At the LHA's sole discretion, a waiver of the community service requirement for a given month may be given for those months for which there is documentation of mitigating circumstances. A waiver may also be given for those months in which no hours were completed if there are other months in which excess hours were completed provided the total number of hours completed equals the requirement. A waiver means that no cure for non-compliance is required for that specific month. For those hours that will be required under a written agreement at least 8 hours per month, plus the regular 8 hours, must be completed with the first month in which

the agreement is effective. Hours to be made up from the past under the written agreement are always performed before regular hours.

When a tenant or adult member is non-compliant with a previously established written agreement, the lease will be terminated at the end of the twelve month period. LHA will consider any mitigating circumstances to amend the previously established written agreement provided the written agreement and any amendments are completed by the end of the twelve month period.

If a tenant or adult member becomes blind or disabled and certifies that, because of this disability, s/he is unable to comply with the written agreement, then LHA will cancel the tenant's or adult member's obligation under the written agreement.

If a tenant or adult member becomes age 62 and is exempt from community service requirement, then LHA will cancel the obligations under the written agreement.

As an incentive to seek and maintain employment, LHA will cancel any remaining obligations for community service, including any under a written agreement, for a tenant or adult member who has obtained at least half-time employment and has maintained the employment throughout the balance of the twelve month period.

During the first full or partial month in which the tenant family moves into their housing unit or a new member is added to the household, the requirement to perform 8 hours of service will be waived to allow the family time to complete the move and settle into their housing unit. This waiver applies only to the first full or partial calendar month and the waiver ends on the last day of the month in which the family moved into their housing unit.

J. Opportunities for Community Service or Economic Self-Sufficiency Activities

The LHA has the option to contract with a third party organization to assist with managing the community service and economic self-sufficiency program. LHA will provide names and contacts at agencies, as needed, to fulfill the tenant's community service or economic self-sufficiency obligations.

K. Prohibition Against Replacement of PHA Employees

In implementing this program, the LHA will not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by the LHA employees.

PART XV DEFINITIONS

The following is a list of terms and definitions used by LHA in its policies and practices. To the best of LHA's knowledge these definitions were true and correct at the time this policy was adopted. However, many of the definitions are based on the requirements of federal regulations, which are subject to frequent change. In the event that some definitions in this policy conflict with applicable federal regulations, LHA will comply with the appropriate regulatory requirements, unless the conflict is due to the Moving To Work Policies outlined in this document.

Adjusted Income - Annual Income less certain possible deductions. Not everyone is eligible for each deduction. LHA will abide by the appropriate federal requirements to determine eligibility for deductions for New 32 and Burke Plaza units. Under MTW in Public Housing, there are no deductions and Total Tenant Payment is calculated based on gross Annual Income.

1. \$480 for each Dependent, including full-time students over 18 years old;
2. \$400 for any Elderly or Disabled Family (head or spouse is over 62 or disabled);
3. Disabled Assistance Expenses in excess of 3% of Annual Income.
4. For elderly/disabled families, Medical Expenses in excess of 3% of Annual Income.
5. Child Care Expenses necessary to enable a member of the family to work or go to school.

Annual Income: The anticipated total income from all sources received by family members (even if a member is temporarily absent) for the 12-month period following the effective date of initial occupancy or re-examination. The following lists specifies income inclusions and exclusions.

Annual income includes, but is not limited to, the following:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and net income of any kind from real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by the Department of Housing and Urban Development (HUD).

4. The full amount received of periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, benefits for disability or death, and other similar types of periodic receipts. This includes a lump-sum payment for the delayed start of a periodic payment, except for SSI and Social Security.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. Welfare assistance payments, including General Assistance, Temporary Assistance to Needy Families, and Aid to Families with Dependent Children.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts, including amounts received from any person not residing in the dwelling.
8. All regular pay, special pay and allowances, (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) 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 living in the dwelling.
9. For Public Housing units: Minimum Earned Income. The greater of the Minimum Earned Income or the actual earned income for a household will be included in accordance with the policy in Section VII of this document.

Annual income does not include:

1. Temporary, non-recurring, or sporadic income, including gifts.
2. Income from employment of children (including foster children) under the age of 18.
3. Payments received for the care of foster children or foster adults.
4. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal property losses. Lump-sum payments for delayed start of Social Security and SSI are also excluded.
5. Amounts received by the family, that are specifically for or in reimbursement of the cost of medical expenses for any family member.
6. Income of a Live-in Aide.
7. The full amount of student financial assistance paid directly to the student or the educational institution.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

9.
 - (1) Amounts received under training programs funded by HUD;
 - (2) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS);
 - (3) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (4) A Resident Service Stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for LHA, on a part-time basis, that enhances the quality of life in public housing; or
 - (5) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the LHA;.
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse). For Public Housing units this exclusion does not apply for students age 22 and over. All earned income is included for students 22 and over in Public Housing.
12. Adoption assistance payments in excess of \$480 per adopted child.
13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance

programs that includes assistance under the United States Housing Act of 1937. The current exclusions include:

- (1) Value of allotment provided to eligible households under the Food Stamp Act of 1977.
- (2) Payments to volunteers under the Domestic Volunteer Services Act of 1973. Examples of programs under this Act include but are not limited to: the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program; National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
- (3) Payments received under the Alaska Native Claims Settlement Act.
- (4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- (5) Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
- (6) Payments received under programs funded in whole or in part under the Job Training Partnership Act (JPTA).
- (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
- (8) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
- (9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- (10) Payments received from programs funded under Title V of the Older Americans Act of 1965. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb
- (11) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation, M.D.L. No. 381. (E.D.N.Y.)
- (12) Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785).

- (13) 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.
- (14) Earned Income Tax Credit Refunds received on or after January 1, 1991.
- (15) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- (16). Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- (17) 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
- (18) 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.
- (19) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

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

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed. This is an allowable income deduction, but only where such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his or her education, and is not reimbursed by an agency or individual outside the household. The amount deducted must reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted cannot exceed the amount of earned income received by the family member released to work. This is not an allowable deduction in Public Housing under MTW.

Citizen. A citizen or national of the United States.

Conventional Units. LHA owned units that do not receive ongoing subsidy by any other government agency. These include units at Arnold Heights, Northwood Terrace, Heritage Square, and Lynn Creek.

Dating Violence- Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim or where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- the type of the relationship; and
- the frequency of interaction between the persons involved in the relationship.

Dependent: A member of the family household (excluding foster children) other than the family head or spouse or live-in aide, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student under the age of 22.

Disability Assistance Expense: Reasonable costs, that are anticipated during the period for which Annual Income is being computed, for care attendants and auxiliary apparatus for disabled family members which enable a family member to be employed, provided that the expenses are neither paid to a family member nor reimbursed by an outside source. The amount allowable as a deduction is the amount that exceeds 3 percent of annual income and cannot exceed the amount earned. This is an allowable deduction from Annual Income for the purpose of calculating total tenant payment. This is not an allowable deduction in Public Housing under MTW.

Disabled person: A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423). Section 223 of the Social Security Act defines disability as:
 - a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(I)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.
2. A person who has a physical, mental, or emotional impairment that:
 - a. is expected to be of long, continued and indefinite duration;
 - b. substantially impedes his or her ability to live independently; and
 - c. is of such nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in Section 102(7) of the Development Disabilities Services Assistance and Bill of Rights Act (42 U.S.C. 6001(7)). Section 102(7) of that Act defines developmental disability as:

A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originated before such individual attains age 18, which has continued

or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

Displaced Family: A person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

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

Drug-Related Criminal Activity. 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)).

Effective Date: The "effective date" of an examination or reexamination refers to (a) in the case of an examination for admission, the date the lease takes effect, and (b) in the case of reexamination of an existing tenant, the date of the redetermined Total Tenant Payment takes effect.

Elderly Family: A family whose head or spouse or sole member is at least 62 years of age. It may include two or more elderly persons living together or one or more such persons living with a Live-in Aide.

Elderly Person: A person who is at least 62 years of age.

Eligible Immigration Status: For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document.

Emancipated Minor: A person under age 19 who does not live or intend to live with his/her parents, and who has been declared "emancipated" under Nebraska state law by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign an LHA lease.

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

Family: For HUD-subsidized properties, Family means (a) a family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); (b) An elderly family; (c) A near elderly family; (d) A disabled family; (e) A displaced family; (f) The remaining member of a tenant family, and (g) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Familial Status: Familial status includes families with children under the age of 18, pregnant women, and people securing custody of children under the age of 18.

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.

Guest: A person temporarily staying in the unit with the consent of a tenant or other member of the household.

Head of Household: The adult member of the family designated by the family who assumes legal and moral responsibility for the household.

HUD: The United States Department of Housing and Urban Development. This is an agency of the federal government that provides on-going funding to LHA.

HUD Subsidized Units. Units owned by LHA that receive subsidies through contracts with HUD. These include all public housing units (Turnkey, P30, F39, A12, Mahoney Manor) and all Project-based Section 8 units (Burke Plaza, New 32).

Immediate Family Member: A spouse, parent, brother or sister, or child of a victim or individual to whom the victim stands in the loco parent; or any other person living in the household of the victim and related to the victim by blood or marriage.

Income Limits. The maximum amount of income an applicant family can receive and still be eligible to be admitted to LHA's subsidized units. HUD establishes three categories of income limits: Extremely Low Income (30% of median income), Very Low-Income (50% of median income) and Low-Income (80% of median income). The Tax Credit Program also utilizes a 60% of median income limit.

LHA. The Lincoln Housing Authority.

Live-in Aide: A person who resides with an elderly or disabled person or persons, and who (a) is determined by the housing authority to be essential to the care and well-being of the person(s); (b) is not obligated for support of the person(s), and would not be living in the unit except to provide necessary supportive services.

Local Preferences: Preferences that give a higher priority on the waiting list to applicants.

Lower Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by any

insurance. Medical expenses are an allowable deduction only for elderly, disabled, or handicapped households. The amount allowable as a deduction is the amount above 3 percent of annual income.

If LHA deducts both Medical Expenses and Handicap Assistance Expenses for a family, LHA will subtract the 3% of Annual Income only once. This is not an allowable deduction in Public Housing under MTW.

Mixed Family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly Adjusted Income: One-twelfth of adjusted income.

Monthly Income: One-twelfth of 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 - Means a family whose head, spouse, or sole member is a near-elderly person. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly.

Near-elderly person - Means a person who is at least 50 years of age but below 62.

Net Family Assets: Net cash value after deducting reasonable costs that would be incurred in disposing of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. 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. In determining net family assets, the housing authority shall include the value of any asset disposed of by an applicant or tenant for less than fair market value (including a disposition of trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen. A person who is neither a citizen nor national of the United States.

Other Person Under the Tenant's Control: A person, although not staying as a guest, 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.

Perpetrator: A person who commits an act of domestic violence, dating violence, or stalking against a victim.

Public Housing: Units owned by LHA that are part of the federal Public Housing program and receive subsidies through contracts with HUD. These are 320 specific units and include the following developments: Mahoney Manor, Turnkey (Hall, Pederson, Hansen, Larson), P30, A12, F39.

Public Housing Agency (PHA): Any State, County, municipality, or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage-in or assist in the development or operation of housing for lower income families.

Reduced Rent Units: Apartment units developed at the Summer Hill II development with LHA-based funding. These are treated similarly to Tax Credit units, but are not subject to the Tax Credit regulatory requirements.

Single Person: A person living alone or intending to live alone and who does not qualify as an elderly, disabled, or displaced person, or the remaining member of a tenant family.

Spouse: The husband or wife or partner of the head of the household.

Stalking: To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; to place under surveillance with the intent to kill, injure, harass or intimidate the victim; in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of death of or serious bodily injury to the victim; or to cause substantial emotional harm to the victim, a member of the immediate family of the victim or spouse or intimate partner with the victim.

Subsidized Units. Units owned by LHA that receive rental subsidies. These include HUD-subsidized units and units directly subsidized by LHA.

Tax Credit Units. Units developed under the Tax Credit Program, a federal affordable housing program administered by the Internal Revenue Service. Investors get tax benefits for providing units to persons who are below specific income limits. These include Crossroads House, Wood Bridge, Summer Hill I, and Prairie Crossing.

Tenant Rent: The amount payable monthly by the family as rent to LHA in a HUD-subsidized property. Where all utilities (except telephone) and other essential housing services are supplied by LHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) are not supplied by LHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. For Public Housing units, see also Section VII.

Total Tenant Payment: The total monthly amount for rent and utilities that a tenant will pay in a HUD-subsidized property. For Burke Plaza and New 32 tenants, the Total Tenant Payment is calculated in accordance with Federal Regulations. The Total Tenant Payment does not include

charges for excess utility consumption or other miscellaneous charges. For Public Housing units Total Tenant Payment is calculated as discussed in Section VII of this policy.

Utilities: Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Utilities do not include telephone or cable television service. See Utility Allowance.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the family occupying a HUD-subsidized unit, an amount equal to the estimate made or approved by LHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. For Public Housing units no Utility Reimbursement will be provided.

Very Low-Income Family: A lower income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Victim: Is a person who is the victim of domestic violence, dating violence, or stalking under The Violence Against Women Act of 2005 and who has timely and completely completed their Certification of Domestic Violence, Dating Violence and Stalking format as requested by LHA.

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.

ATTACHMENT ONE
Public Housing Ceiling Rents
(effective March 1, 2007 Annual Reviews; January 12, 2007 Move-ins)

Mahoney Manor: 0 BR \$359
 1 BR \$447
 2 BR \$549

Turnkey: 2 BR \$614
P30 3 BR \$861
A12 4 BR \$1044
 5 BR \$1201

F39:

Unit	BR	Address	Ceiling Rent	Unit	BR	Address	Ceiling Rent
2001	4	4027 NW 54 TH	\$737	2021	3	5333 W. WILKINS	\$679
2002	3	5206 W ZEAMER	\$649	2022	2	5430 W. ZEAMER	\$534
2003	3	5212 W ZEAMER	\$649	2023	3	5457 W. ZEAMER	\$649
2004	2	5106 W MATHIS	\$534	2024	3	4030 NW 49 TH	\$679
2005	2	4912 W. BENTON	\$534	2025	3	4201 NW 49 TH	\$679
2006	4	5030 W. ELBA	\$737	2026	2	4400 NW 49 TH	\$564
2007	2	5027 W. KINGSLEY	\$534	2027	2	4406 NW 49 TH	\$564
2008	3	5000 W. MCGUIRE	\$679	2028	3	4224 NW 50 TH	\$679
2009	3	5007 W. METZGER	\$679	2029	2	3010 NW 52 ND	\$534
2010	3	5101 W METZGER	\$679	2030	4	3721 NW 53 RD	\$737
2011	4	5106 W METZGER	\$737	2031	4	5321 W VANCE	\$832
2012	3	3521 NW MICHAEL	\$684	2032	3	3827 NW 51 ST	\$679
2013	3	5001 W SUPERIOR	\$679	2033	3	5001 W VOSLER	\$649
2014	4	5101 W SUPERIOR	\$737	2034	3	3607 NW 52 ND	\$684
2015	3	5121 W SUPERIOR	\$679	2035	2	3110 NW 49 TH	\$564
2016	4	5001 W VALE	\$737	2036	3	5301 W LUKE	\$679
2017	4	5007 W VALE	\$737	2037	3	5307 W LUKE	\$679
2018	3	5200 W VANCE	\$679	2038	2	5310 W ZEAMER	\$564
2019	2	4915 W VOSLER	\$534	2039	3	5011 W ZEAMER	\$684
2020	3	5227 W WILKENS	\$679				

ATTACHMENT TWO
Conventional Unit Rent Schedules

Arnold Heights: Revised Effective April 11, 2008

2 BR Duplex w/o basement	\$405
2 BR Duplex with basement	\$435
3 BR Duplex w/o basement	\$495
3 BR Duplex with basement	\$525
4 BR Duplex - 2 story	\$545
4 BR Duplex - split level	\$535
3 BR Single Family w/o basement	\$530
3 BR Single Family with basement	\$600
4 BR Single Family	\$640

Northwood Terrace: Revised Effective April 11, 2008

1 BR	\$340
2 BR	\$390
3 BR	\$460

Heritage Square: Revised Effective April 11, 2008

0 BR	\$275
1 BR	\$340
2 BR	\$390
3 BR	\$460

Lynn Creek Revised Effective April 11, 2008

2BR	\$490
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ATTACHMENT THREE

Deleted.

ATTACHMENT FOUR

Deleted.

ATTACHMENT FIVE

Wood Bridge Rent Schedule

Revised Effective April 11, 2008

	Tax Credit	Market Rent
2 BR/1 BA Apartment - 1 st floor	\$460	\$580
2 BR/1 BA Apartment - 2 nd floor	\$475	\$595
2 BR/2 BA Apartment - 1 st floor	\$490	\$610
2 BR/2 BA Apartment - 2 nd floor	\$505	\$625
3 BR Town Homes	\$570	\$750

ATTACHMENT SIX

Summer Hill I Rent Schedule

Revised Effective April 11, 2008

	Tax Credit	Market Rate
3 BR Townhome Type A & C	\$585	\$795
3 BR Townhome Type B	\$590	\$800

Summer Hill II Rent Schedule

Revised Effective April 11, 2008

	Reduced Rent	Market Rate
2 BR Apartment - 1 st Floor	\$530	\$650
2 BR Apartment - 2 nd Floor	\$545	\$665
3 BR Apartment	\$615	\$765

ATTACHMENT SEVEN

Prairie Crossing Rent Schedule

	High/Low HOME Unit	Tax Credit	Market Rate
1 BR Apartment	\$400	\$430	\$535
2 BR Apartment - center unit	\$511	\$570	\$680
2 BR Apartment - end unit	\$516	\$575	\$685
3 BR Townhome - center unit		\$695	\$825
3 BR Townhome - end unit		\$715	

**SECTION 8
ADMINISTRATIVE
PLAN**

Effective January 1, 2009
Approved by LHA Board on December 11, 2008

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INTRODUCTION

- A. **Mission Statement:** It is the mission of the Lincoln Housing Authority to provide affordable, safe, sanitary and decent housing to qualifying families currently undergoing financial stress in a manner which affords applicants and tenants dignity and minimal intrusion, within the limits of prudent fiscal management.
- B. **Statement of Non-Discrimination:** Lincoln Housing Authority shall not discriminate against any individual on the basis of age, race, color, national origin, religion, sex, sexual orientation, familial status or disability. We will treat each individual or family on his or her own merits.
- C. **Reasonable Accommodations:** If reasonable accommodations are requested, they will be implemented in a timely manner. Accommodations are not reasonable if they require fundamental alteration in the nature of the program or impose undue financial and administrative burden on a housing program.

LHA will make reasonable accommodation in rules, policies, practices, office procedures and services to allow a disabled person equal opportunity to use and enjoy a dwelling. An Owner must permit, at the expense of a disabled person, reasonable modification of an existing premises occupied or to be occupied if the modifications allow the person full enjoyment of the premises. The owner may, where it is reasonable to do so, request the renter to make an agreement to restore the interior of the premises to the condition that existed before the modification prior to allowing any modifications.

An applicant or participant may file a complaint on LHA's failure to comply with Section 504. The complaint must be in writing to LHA within 30 days of the action or inaction by LHA. LHA staff will schedule an informal hearing on the issues within thirty (30) days of receipt of a written complaint. LHA will accept other forms of communication other than writing to accommodate a disability.

- D. **Section 504 Equal Access Statement:** The Administrative Plan is kept at 5700 R Street, Lincoln, Nebraska, which is an accessible facility and route. The document may be examined Monday - Friday between the hours of 8:00 a.m. and 5:00 p.m. A person should call (402) 434-5500 or call TDD (800) 545-1833 ex. 875 to make arrangements to examine the document.

LHA will provide accommodations to assist with sensory or cognitive impairment to review this plan, notices or other required written communications upon request. Assistance may include describing the plan or notice, reading the plan or notices, providing an audio tape or other forms of communication to accommodate the prescribed disability.

Assistance will be provided in a confidential manner and setting. The individual(s) with disability is responsible for providing his/her own transportation to and from the document location.

All hearings and meetings required by the Administrative Plan will be conducted in an accessible location with appropriate assistance.

- E. Confidentiality Rights:** Applicants and participants will be informed of their rights under the Federal Privacy Act and Violence Against Women Act. LHA will comply with all requirements set in Federal Privacy Act and Violence Against Women Act. A written authorization is required for release of information unless disclosure is authorized under State and Federal law.

LHA will not release information without the individual's signed permission to release information. LHA will release only the information in accordance with the signed authorization to release information.

LHA will release information in the following circumstances:

- Release information to HUD and the Immigrations and Naturalization Service (INS) regarding eligible immigration status for the purpose of establishing eligibility for financial assistance;
- Release information on amounts owed to LHA for claims paid and not reimbursed by the client;
- Release information on amounts owed to LHA for prior overpayment of assistance;
- Inform prospective owners LHA has not screened the family's behavior suitability for tenancy, and such screening is the owner's responsibility. LHA will give the owner: 1) the family's current address as shown in LHA records; and 2) the name and address of the landlord at the family's current and prior address if known;
- At the time the family indicates they want to lease a dwelling unit, LHA may offer the owner other information in LHA's possession about the family including tenancy history of family members or drug trafficking by family members (24 CFR 982.307 (b)(2). If requested by the victims defined under the Violence Against Women Act, LHA will not disclose this information. ;
- Information will be released in accordance with LHA Personnel Policy; and
- In extenuating circumstances, certain information will be released only by the authorization of the Executive Director or by court subpoena.

- F. Legal Jurisdiction:** The legal jurisdiction for the operation of the Section 8 program for the Lincoln Housing Authority is the city of Lincoln, Nebraska.

- G. Code of Conduct:** LHA will maintain compliance of all conflict of interest requirements as stated by the Housing Choice Voucher program at 24 CFR 982.161. The following LHA documents establish our codes of conduct for the Housing Choice Voucher Program:

A. LHA Procurement Policy

Section II 2.1.4 - This section states all solicitation procedures will be conducted in compliance with 24 CFR 85.36.

Section IX 9.1 to 9.4- This section states the code of conduct for procurement.

B. LHA Personnel Policy Manual

Section I Page 3- Nepotism

Section III Page17- Gifts

Page18- Political Activities

Page 20- Procurement and Outside Employment
Section IV Page 46- Discipline and Grievance

- C. **LHA Guidelines for Providing Excellent Customer Service**
Page 2- LHA Code of Professional Conduct with respect to customer service

SECTION I.
APPLICATION PROCEDURES
(982.202)

- A. Written Application:** Lincoln Housing Authority (LHA) requires persons interested in applying for Section 8 voucher assistance fully complete, sign and submit a written application. Applications are available at the LHA offices and will be mailed upon request. If LHA staff perceive a barrier is preventing someone from completing the application, LHA will request permission to assist the individual which may include contacting an appropriate agency or person to assist the applicant.
- B. Mail and Online Applications:** Any fully completed application received in the mail will be dated with the time of receipt upon delivery to the LHA office. Any fully completed online application is date and time stamped according LHA's computer submission which will be printed on the applicant's online receipt at the time of submission.
- C. Waiting List Placement:** Applicants are placed on a single Housing Choice Voucher (HCV) waiting list according to the date and time regardless of the bedroom size. Applicants are selected to fill the voucher vacancies based on any preference and the date and time of the application. A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.

Mainstream vouchers:

For Mainstream Vouchers, 20 vouchers are designated for disabled households only when either the head of household or spouse is an disabled adult as defined under 42 U.S.C. 423. Although LHA will maintain only one voucher waiting list, when a Mainstream voucher is available for utilization only disabled households who meet this definition are eligible to be selected from the HCV waiting list based on LHA established preferences, date and time of the application.

Veterans Affairs Supportive Housing (VASH) vouchers:

In accordance to FR-5213-N-01, the waiting list for VASH vouchers is maintained by the Veterans Affairs Medical Center (VAMC) and referrals for the VASH voucher utilization will come from the VAMC.

D. Eligibility: At the time of application to admissions on the waiting list, LHA may perform preliminary eligibility screening. The decision to pre-screen applications on the waiting list will be based on the length of the waiting list. If the applicants "wait" time for selection of the waiting list is considered relatively short, pre-screening may be required to determine the applicant appears to meet eligibility requirements. A pre-screening may include:

1. Applicant meets income requirements according to the Federal regulations;
2. Criminal history check;
3. Social Security cards;
4. Citizenship or 214 documentation;
5. Compliance with LHA repayment requirements; and
6. Family Composition.

Birth Certificates will be requested at application but not required until admissions.

Applicants will be advised placement on the waiting list is no assurance of eligibility.

E. Incomplete Applications: All applications lacking the required information by the periods outlined by the LHA representative will be cancelled.

F. Notification: LHA will notify applicants if they are eligible to be placed on the waiting list. As the applicant approaches the top of the waiting list or prior to the applicant being offered a voucher, LHA will do a "complete" verification of eligibility to the program. All ineligible applicants will be given a prompt written notice on the decision to deny admission to the program. The notice will include the reason for the decision and the right to request an informal review within seven (7) calendar days of the notification.

**SECTION II
WAITING LIST
(24 CFR Subpart E)**

A. Description:

A single waiting list will be maintained for all eligible persons wishing to participate in the voucher programs. Applicants will be advised of all available housing programs. An applicant can apply for Section 8 program as well as public housing, conventional and tax credit units, and remain on all lists after the applicant has received assistance or accepted a unit.

B. Waiting List Eligibility Requirements:

1. **Legal Capacity:** Applicant must have **legal capacity** to enter into a lease. Applicants must be 19 years of age, legally emancipated or married to enter into a lease. If legal capacity requirement is not met, a denial letter will be sent stating they may reapply at age 19, or when legally emancipated or married.
2. **Application:** The family must **complete an eligibility application**. Applications are available at Lincoln Housing Authority (LHA) office, can be mailed upon request or completed online from the LHA website www.l-housing.com. Special arrangements to complete an application may be made with the LHA office for individuals with disabilities or language barriers. If it is apparent during the application process that a barrier exists and an advocate or interpreter could benefit the applicant, LHA will obtain appropriate services and may reschedule the interview. The delay will not affect the date and time of placement on the waiting list.
3. **Income:** Application will be reviewed to determine if they appear to meet income requirements of Federal regulation per 24 CFR 982.201.
4. **Social Security Number:** Applicant must provide a **Social Security number** for all household members over the age of six.
5. **Preference:** LHA will determine if applicant meets **preference** criteria (described in Preference Selection, Section III) . If it is determined that the family does not qualify for a preference, the family will be placed on the waiting list in a non-preference status according to the date and time of original application. The family may reapply for preference status at any time. The family is responsible to report any changes in preference status in writing. LHA will accept other forms of communication other than writing to accommodate a disability. The date of application determines the preference date.
6. **Vacate Owing:** LHA will check the “**vacate owing**” lists for LHA and other PHAs if previous assistance is indicated. Applicant must be in compliance with LHA repayment agreement requirements. All other PHA and/or other HUD funded Housing Assistance Programs must have all debt repaid prior to placement on the

waiting list. See Termination/Denial Section XIX C (6) "Owes".

7. **Criminal History Checks** are completed prior to admissions to the program.

C. **Waiting List Placement:** Applicants are placed on a single waiting list according to the date and time regardless of the bedroom size. When vacancies occur in the Section 8 Voucher program, applicants will be invited off the waiting list according to preference, date and time applied. A single non-elderly, non-disabled family will be selected after all other eligible applicants have been selected from the waiting list.

Outreach for Mainstream vouchers: If there is ever an insufficient pool of disabled families on the HCV waiting list, LHA will conduct outreach to encourage eligible persons to apply for this special allocation of vouchers.

D. **Applicant Selection:**

Within the preference category, applicants will be selected in order of the application date and time. Single applicants who are elderly or disabled single persons will be assisted before other single persons.

For Mainstream Vouchers, 20 vouchers are designated for disabled households only when either the head of household or spouse is an disabled adult as defined under 42 U.S.C. 423. Although LHA will maintain only one voucher waiting list, when a Mainstream voucher is available only the disabled households who meet this definition are eligible to be selected from the HCV waiting list based on LHA established preferences and date and time of the application.

Veterans Affairs Supportive Housing (VASH) vouchers:

In accordance to FR-5213-N-01, the waiting list for VASH vouchers is maintained by the Veterans Affairs Medical Center (VAMC) and referrals for the VASH voucher utilization will come from the VAMC.

For Section 8 project-based assistance, (which includes moderate rehabilitation and new construction or substantial rehabilitation project-based assistance), not less than 40% of the new admissions to a specific project must have incomes at or below 30% of the area median income. Other admissions to a specific project must be at or below 80% of the area median.

E. Cancellations:

1. Requests to cancel an application are required in writing. LHA will accept other forms of communication other than writing to accommodate a disability.
2. All applications not meeting eligibility requirements within the established time frame will be canceled.
3. Applicants who are contacted regarding Section 8 funding, available Mod Rehab units, and or/updates to their application or eligibility and fail to respond, will be canceled and removed from the waiting list.
 - (a) LHA does not accept responsibility for mail loss or delays.
 - (b) If the applicant did not notify LHA in writing of a change in address as required, LHA will not be responsible for the applicant's failure to receive the request.
 - (c) LHA will include deadline dates in all letters requesting information or responses.
 - (d) If a letter is returned by the United States Postal Service with a forwarding address within Lancaster County, LHA will re-send the letter.
4. Reinstatement due to extenuating circumstances will be at the discretion of the Housing Supervisor or Manager.
5. If an applicant with a disability fails to comply with a requirement within the required time frame for a reason verified to the applicant's disability, the applicant will be reinstated.

F. Purging:

The waiting list will be purged approximately once a year to eliminate any inactive applications and reduce unnecessary administrative burden.

G. Closing of Waiting List:

The closing of the waiting list will be announced by public notice in a newspaper. Public notice will be made when application intake is resumed in accordance with 24 CFR 982.206. Should there be insufficient applications for the Mainstream Vouchers during a closed waiting list, the waiting list will be reopened until it reaches sufficient number of applications for the Mainstream Voucher program.

Section III.
Preferences for Selection
(982.207)

Lincoln Housing Authority gives a higher priority for Section 8 voucher selection to applicants who are currently eligible for one (1) or more preferences. LHA will operate a weighted preference system using assigned points to determine the waiting list selection order. The applicant with the highest number of points is selected from the waiting list in accordance with the date and time of the application. The most points an applicant can receive is 3 points (2 points if applicant meets the criteria for a primary preference and 1 point for RentWise certification). Families, elderly and disabled are to be selected from the waiting list before a single, non-disabled or non-elderly regardless of preference status.

A family qualifying for any one (1) or more the following verified primary preferences; Homeless, Disaster, Domestic Violence, Military, and or Employment First is assigned a weight of two (2) points. A family qualifying for the secondary preference, RentWise certification, is assigned a weight of one (1) point. Applicants with a primary preference and secondary preference are assigned a maximum total of three (3) points. Based on this weighted point system applicant's with a primary preference will always be served before applicant's with only a secondary preference.

A. Primary preferences are as listed below in random order with no hierarchic system:

1. **Homeless:** Applicants terminated or evicted from a LHA program or unit will not be eligible for a homeless preference [Section 91.5]. A homeless family includes:
 - (a) Any person or family that lacks a fixed, regular and adequate night-time residence;
and
 - (b) Any person or family that has a primary night-time residence that is:
 - (i) a supervised shelter designed to provide temporary living accommodations including welfare hotels, congregate shelters, state transitional housing programs, and other transitional housing;
 - (ii) an institution providing a temporary residence for individuals intended to be institutionalized (does not include jail);
 - (iii) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.
2. **Disaster:** Displaced by fire (excluding tenant caused fires), flood or storm. *Verifiable by Red Cross or other government agency.*
3. **Domestic Violence:** Displaced by domestic violence - actual or threatened violence against one or more members of the applicant family by a spouse or other member of the household. Such applicants must have been forced to move because of domestic violence or lives with a person who engages in domestic violence. Such violence must be recent or continuing. Applicants displaced by domestic violence must certify that the person who engaged in such violence will not reside with the applicant family unless LHA has given advance written approval. If the family is admitted, LHA may deny or terminate assistance to the family for breach of this certification. An active protection order would be an acceptable form of

verification.

4. **Military:** Households who must end their participation with the LHA Voucher program due to the head of household or spouse being placed in active military duty and the remainder of the household leaving the unit for longer than 180 days.
5. **Employment First program or other approved self-sufficiency program:** The applicant is current and active in the participation with the Health and Human Services program, Employment First, or in any approved self-sufficiency program (see Section VII, Income, Deductions and TTP, under MEI for other approved self-sufficiency programs).

B. Secondary preferences is listed below.

RentWise: An applicant, who is declared Head of the Household, has completed the Nebraska RentWise educational series. A copy of the RentWise Certificate of Completion is an acceptable form of verification.

C. Verifications: The family must provide proper verification they are eligible for a preference at the time of application or any time while on the waiting list. The family must qualify for the preference at the time the family is selected from the waiting list. If, at the time the formal application is processed, it is determined the family does not qualify for a preference at the time of the waiting list selection, the family will be placed on the waiting list in a non-preference status according to the date and time of the original application. The family may reapply for preference status at any time.

1. **Acceptable forms of verification** for all preferences are government agencies, law enforcement, public or private shelters, clergy or social service agencies.
2. **Time frames:** The verification is valid for ninety (90) calendar days after receipt by LHA. If the applicant is not housed within ninety (90) calendar days, the preference must be re-verified at the time the family is selected from the waiting list.

D. Changes: Any change in family preference status must be reported by the family in writing within ten (10) calendar days of the change. LHA will accept other forms of communication other than writing to accommodate a disability.

Section IV.
ELIGIBILITY FOR ADMISSION
(24 CFR Subpart E)

LHA will only admit an eligible family to the program. To be eligible, the applicant must be a "family", income eligible, have legal capacity, be a citizen or a non-citizen who has eligible immigration status, pass criminal history checks and either owe no money to any PHA or meet repayment and vacate owing requirements. (982.201).

A. Family Composition: A family is defined as:

1. **Two or more people** who share residency with their income and resources available to meet the family's needs. They are either related by blood, marriage or operation of the law, or who provide evidence of a stable family relationship. Evidence may include any of the following:
 - (a) birth certificate of child(ren)
 - (b) joint tax return
 - (c) prior lease (held jointly)
 - (d) insurance policies (with other party as beneficiary)
 - (e) prior joint credit history
 - (f) documentation as determined by LHA.
 2. **Pregnant woman** with no other children. Once the pregnant woman is admitted, she will be considered the remaining family member of the tenant if the pregnancy is terminated, miscarried or parental rights are terminated.
 3. **Elderly person** who is sixty-two (62) years or older.
 4. **Disabled person** as defined by HUD.
 5. **Temporary absences**-Temporary Absences may include children in Foster Care, Spouse gone for less than six month, Student, Joint Custody and in the Military. Refer to Section VII E. "Income, Deductions and Total Tenant Payment " and "Temporary Absence " for specific definitions.
 6. **Familial Status:** One or more individuals under the age of 19 being domiciled with a parent or another person having legal custody of an individual(s), or the designee of such parent or other person with such custody has written permission from such parent or other person.
 7. **Any other single person.**
- B. Legal Capacity:** A person must be 19 years of age, legally emancipated in the State of Nebraska, or married.
- C. Income:** Annual income must not exceed income limits established by the U.S. Department of Housing and Urban Development (HUD) (50% median income by household size). If the applicant reports an income change after admission to the waiting list which may result in income ineligibility, they may be maintained on the waiting list at maximum income limit allowable (982.201(b)).

D. Citizenship: Every family member who receives assistance must be either a citizen of the United States or non-citizen who has eligible immigration status in accordance to 24 CFR part 5. Assistance will be pro-rated to any eligible mixed family who requests assistance (Subpart E 5.500).

1. **Notification:** All applicants will be notified of the requirement to provide verification of their citizenship status. The notification shall be in the language understood by the applicant when feasible.
2. **Verification Requirements:** A signed declaration of Section 214 Status and/or eligible immigration status is acceptable verification unless the applicant indicates the birth place is other than the United States. If the citizenship requirement is questioned due to the birth place being outside of the United States, then one of the following verifications must be provided within ten (10) calendar days of request date:
 - (a) Birth certificate, US passport or naturalization papers;
 - (b) USCIS card or other USCIS documentation; or
 - (c) Signed verification consent form when USCIS requests secondary verification to be submitted.

Note: An extension for the time to provide requested verifications may be extended upon supervisory approval and will be granted when delays are caused by USCIS.

E. Criminal History Checks: All adult household members (18 years or older) must pass a criminal history check prior to notification of admission. See Section XIXI on Terminations/Denials.

Veterans Assistance Supportive Housing (VASH) vouchers: LHA will only verify the applicant is not listed on a state sex offender register all other Criminal History disqualifications are not considered under the VASH program.

F. Repayment/Vacate Owing Requirements: LHA will check the “vacate owing” lists for LHA and other PHAs. Applicant/Participant must be in compliance with LHA repayment agreement requirements. All other PHA and/or HUD funded Housing Assistance Programs must have all debt repaid prior to placement on the waiting list. See Termination/Denial Section XIX C (6) “Owes”.

G. Verifications: All information verifying the applicant is eligible must be provided within sixty (60) calendar days prior to LHA issuance of a voucher to the applicant.

H. Application process:

LHA will select applicants from the

1. Applications will be taken on a continuous basis.
2. Applicants will be placed on a single waiting list according to the date and time applied regardless of bedroom size.
3. When vacancies occur in the Section 8 Voucher program, applicants will be invited off the waiting list according to preference, and the date and time applied. A single non-disabled and non-elderly family will be selected after all other eligible applicants have been selected from the waiting list. Except for the special designated Mainstream Vouchers (20 vouchers) designated for disabled head of household or spouse as defined under 42 U.S.C. 423. LHA will maintain only one voucher waiting list. When a Mainstream voucher is available only disabled households who meet this definition are eligible to be selected from the HCV waiting list based on LHA established preferences, and date and time of the application.
4. Mail-in applications will be dated with the time the application is delivered to the LHA office. Online applications are date and time stamped based on electronic submission.
5. Placement on the waiting list is not an assurance of eligibility.
6. LHA cannot determine an estimated waiting period time as several factors influencing the waiting period are beyond LHA's control (i.e. verifications, turnover, funding, etc.).

Note: Refer to the VASH Voucher Section of the Administrative Plan for process, procedures and policy for this special program.

I. Ineligible Applicant:

1. **Notification in writing:** All applicants will be given a prompt written notice on the decision to deny admission to the program. The notice will include the reason for the decision and the right to request an informal review within seven (7) calendar days of the notification.
2. **Fraud:** Applicants providing false information to qualify for housing assistance or a preference will be canceled and may not access the waiting list for three (3) years.
3. **Failure to promptly report changes:** An applicant who fails to notify LHA of any change to the mailing address or to respond to correspondence within a specified time period will be removed from the waiting list by canceling the application. Once the application is canceled, the family must reapply for admission. See Section VI on Voucher Issuance for further information.
4. **Social Security Card:** A copy of a Social Security card or other acceptable verification must be provided for all household members over the age of six within sixty (60) calendar days of request or the application will be canceled.

5. **Students:** According to 24 CFR 5.612, no assistance shall be provided under section 8 of the 1937 Act to any individual who:
- (A) Is enrolled as a student at an institution of higher education;
 - (B) Is under 24 years of age;
 - (C) Is not a veteran of the United States military;
 - (D) Is unmarried;
 - (E) Does not have a dependent child; and
 - (F) 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.

Other acceptable verifications include a written statement from the Social Security Administration verifying the name and Social Security number, or at least one personal document identifying the name and Social Security number and an application from Social Security stating the applicant has applied for a new Social Security card.

A **certification statement** must be executed at the time of application if a household member does not have a Social Security number or card. Households are responsible to provide LHA with a copy of the Social Security card within ten (10) calendar days of receipt of the new Social Security card.

**SECTION V.
SUBSIDY STANDARDS
(24 CFR 982.402)**

When issuing a voucher or offering a Mod Rehab unit, the following standards will be used to determine the number of bedrooms needed for families of different sizes and compositions.

A. Voucher Size: Families will be issued a voucher based on the smallest size appropriate to their needs with the following limitations:

Voucher Size	Minimum Persons	Maximum Persons
0 Bedroom	1	1- Single non-disabled or elderly
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	6	8
5 Bedroom	8	10
6 Bedroom	10	12

These standards are developed in accordance with the Federal regulations which state there must be at least one bedroom or living/sleeping room of appropriate size for each two-person family.

B. Bedroom:

To qualify as a bedroom, the room must have a proper egress window, an overhead light and one (1) outlet, or no overhead light and two (2) outlets. This must be documented on the inspection form.

C. Determining Family Unit:

1. **One Bedroom per two adults and one bedroom per two children** regardless of age, relationship or sex. Adult is consider anyone 18 years or older. Child is a person under the age of 18.
2. **Foster children** will be counted as a person for occupancy.
3. **Expectant mothers** must provide pregnancy statement to qualify for a two (2) bedroom whether the family is a single person or couple. For all other household sizes, the subsidy size may be increased within the third trimester if the medical profession has verified the increased housing need.
4. **Students who live out-of-town** but return home for at least three (3) months per year will be allowed a bedroom assignment.
5. If the family has verified **51% of custody arrangements**, then they can be allowed a bedroom assignment.
6. **Remaining member age 19 or over** will retain a voucher when all other family members have

been removed from the lease and do not wish to transfer the voucher. Voucher size will be redetermined. See Section VI Voucher Issuance.

D. Exceptions from these standards may be allowed only if the unit does not offer alternatives for a sleeping area such as living room, dining room and etc. which can be considered a “sleeping room” . Alternative sleeping areas must be used prior to providing an exception to the subsidy standard.

1. **Medical reasons:** A family may be offered a larger voucher or Mod Rehab unit as a reasonable accommodation to a verifiable disability. A statement from a qualified medical practitioner must be provided annually to verify the individuals who have a separate bedroom.
2. **Live-in aide:** If an elderly or disabled family requires a live-in aide as defined under 24 CFR 5.403, then the appropriate bedroom size will be allowed to include the care giver. Annually, this need must be verified by a qualified medical practitioner.

A live-in aide is considered “essential” if there is a medical need supported by a qualified medical practitioner statement that the person requiring the assistance would be unable to live in the home without the support of the live-in aide.

The live-in aide may be related by blood, marriage or operation by law. A care giver’s family may reside in the unit providing it **does not increase the subsidy** by the cost of an additional bedroom and the family is not overcrowded.

Live-in aide will be required to sign an agreement regarding their tenant status, and sign a release to conduct a criminal history check.

The live-in aide cannot be considered a remaining member of the tenant family if and when a family vacates the unit.

E. Choice in unit size: A family may rent a smaller or larger size unit than stated on the voucher as long as the unit complies with minimum Housing Quality Standards and rent limitations of the voucher program. The unit size designated on the issued voucher must remain unchanged regardless of the actual size unit.

However, the payment standard is established by the number of bedrooms and must be the **lower** of (1) the payment standard for the family unit size; or (2) the payment standard for the size of the unit rented by the family.

F. Change in Family Unit Size during the HAP Contract Term: If the family unit size changes during the term of the HAP contract, the new family unit size must be used to determine the payment standard amount at the next re-exam (interim or annual) regardless of any increase or decrease in the payment standard schedule.

1. **Larger voucher:** If the participating family needs a larger voucher size in order to be in compliance with Housing Quality Standards. The family must be given the appropriate size voucher as soon as possible (at any time during the lease) to locate a larger unit. The owner must be given a 30-day notice. The HAP contract terminates at the end of the calendar month of the 30-day notice.

For example: Owner is given a 30-day notice on August 15th. The HAP contract would terminate on September 30th.

2. **Family request for a new voucher:** A family continuing in the program may request a new voucher and will be issued a voucher of appropriate size at any time during the term of the lease for the following situations:
 - (a) **Smaller voucher:** Participating family needs a smaller voucher because the family has experienced a decrease in family size and the rent exceeds the fair market rent; must be issued a new voucher as soon as possible (at any time during the lease). The owner must be given a 30-day notice. The HAP contract would terminate at the end of the calendar month of the 30-day notice. Should the owner choose to lower the rent within the fair market rent level, the participant may continue to reside in the unit.
 - (b) **Mod Rehab unit:** Participants in a Mod Rehab unit requesting to move will remain in their present unit until another unit becomes available in the same project. If the Mod Rehab owner contract is abated for Housing Quality Standard defects, the family will be issued the next available voucher.
 - (c) **Physical or emotional abuse:** Participants who have vacated their unit due to physical or emotional abuse may retain a voucher as long as they have responsibility for minor children or are disabled. The remaining family member occupying the unit will be required to reapply for assistance as a single person. The assistance terminates at the end of the calendar month in which the owner's 30-day notice expires. Verification of abuse will be verified by a shelter, clergy or police department. If the adults split the custody of the minor children, in most cases, both will be issued a voucher.
 - (d) **Under 19 years of age:** Participants not 19 years of age, married, or legally emancipated, will not be issued a voucher to transfer out of their current unit.
 - (e) **Household separate with children:**
 - (i) If one of the parents moves out of the household, the voucher will be retained by the parent who stays in the unit with the children.
 - (ii) If both parents move out of the current unit, the voucher follows the parent with the children.
 - (iii) If both parents move out of the current unit and both retain children, each parent will be given a voucher.
 - (iv) In a two parent household, if the head of the household stays in the assisted unit, the voucher is retained by the head of the household. If the co-head (other parent) leaves with a child a voucher will be given to the co-head (other parent).

- (f) **Remaining household member:** If the remaining household member age 19 or over will retain a voucher when all other family members have been removed from the lease and do not wish to transfer the voucher. Voucher size will be redetermined
- (g) **Court Determination:** If a court determines the disposition of property between the members in a divorce or separation, LHA is bound by the court's determination of which family members continue to receive assistance.

SECTION VI.
VOUCHER ISSUANCE
(24 CFR 982.302 and 982.303)

- A. Issuance:** Families will be issued vouchers in a non-discriminatory fashion as their name reaches the top of the waiting list. The normal rotation of the waiting list is the date and time of application after consideration of the preferences and type of voucher available as identified in this plan.

Note: VASH vouchers are issued in accordance to the Veterans Assistance Medical Center's referrals of eligible families. LHA does not have the authority to maintain a waiting list or apply local preferences for the HUD- VASH vouchers.

The following is the process in voucher issuance:

1. **Notification reaching top of the waiting list:** Applicants will be notified by mail when their name reaches the top of the waiting list. The applicant is given a reasonable amount of time to respond to LHA regarding their interest to participate in the program. If they wish to participate in the program, they will be required to have their family composition, income, assets, LHA preference and all other program eligibility verified to determine if they meet the program eligibility criteria.
2. **Changes prior to voucher issuance:**
 - (a) **Preferences:** Applicants not eligible for the LHA preference when their name reaches the top of the waiting list will be placed on the list in a non-preference status.
 - (b) **Over income limits:** Applicants who exceed the income limit for eligibility will be denied admission, and their application will be canceled. The applicant can request an informal review within seven (7) calendar days.
 - (c) **Failure to respond:** Applicants who fail to respond to their letter and schedule an appointment within the specified date will have their name removed from the waiting list and will need to reapply.

Applicants who fail to provide necessary information to determine eligibility within ten (10) working days from their appointment or date specified by LHA will be removed from the waiting list and will need to reapply.
3. **Income eligibility:** 50% median income will be used as the income limit for all Section 8 applicants who are subject to for the Lincoln Housing Authority service delivery area. Income limits are available upon request.

4. **Income Targeting:** LHA is exempt from income targeting under the Moving to Work agreement. Families whose income is 50% or below the area median (Very Low Income) may be eligible to be admitted into the Section 8 voucher program. Certain families may, at the time of admission, have incomes between 51% and 80% of the area median (Low Income). These include:

- (a) Families continuously assisted in Public Housing or Section 8.
- (b) Families physically displaced by rental rehabilitation.
- (c) Non-purchasing tenants of certain home ownership programs.
- (d) Tenants Displaced from certain Section 221 and 236 projects.
- (e) Low-income families residing in certain HUD-owned projects.

5. **Briefings:** Applicants who have been determined eligible for a voucher will be notified by mail when a briefing will be conducted. The applicant must attend the briefing to participate in the program. Families will be advised if they do not attend the scheduled briefing and/or fail to contact LHA regarding the missed appointment within 10 working days, their name will be removed from the waiting list and will need to reapply. Briefings are conducted for the purpose of acquainting the applicants with the operation of the programs in accordance with 24 CFR 982.301. The families will be given a voucher packet containing all required information and documents, including a list of available private owner units. Vouchers will be issued allowing a ninety (90) day initial search period. VASH vouchers are provided at least 120 days search time. LHA will maintain current income, asset and deduction verifications no more than sixty (60) days prior to the eligibility interview for voucher issuance.

In addition for Mainstream vouchers, the following information will also be provided at briefing:

- Information on community resources to access supportive services;
- information on public and/or private funding sources to assist with covering the costs of modifications need to the unit as a reasonable accommodation to their disability;
- Provide housing search assistance if no success in locating a suitable unit within the initial 60 days search period.; and
- Provide a listing of available accessible units in primary market area.

6. **Lease:** Owners must use their own lease with the required HUD addendum.

7. **Security deposit:** Participants in the voucher program may be required by the landlord to pay up to one (1) months' contract rent to the landlord for damage deposit.

B. Extensions:

1. Prior to the expiration date, vouchers may be extended beyond the initial 90-day search period after completing required landlord contact sheets, and under the following circumstances:
 - (a) **Extenuating circumstances:** If the family can verify extenuating circumstances, the family is hard to house and can clearly demonstrate they have made every effort to secure a suitable unit.
 - (b) **Not refused suitable unit:** The family has not refused a suitable unit without good cause.
 - (c) **Extension results in housing the family:** There is a possibility an extension will result in an approved lease and execution of a Housing Assistance Payment Contract.
4. **Reasonable accommodations:** To provide a reasonable accommodation for those who need an accessible unit.
2. **Canceling Vouchers:** LHA will notify the family when their voucher has expired. If the family does not respond within (ten) 10 working days from the notification, the voucher cannot be re-instated. Vouchers can only be re-instated after a denial if (1) LHA was in error for not extending the voucher; or (2) by supervisory review. After a voucher has expired and the extension denied, the family will be required to reapply for assistance.
3. **Procedures and time frames for extensions:** All vouchers may be extended and reissued in 60-day intervals to a maximum of 180 days if the family meets the criteria stated above. LHA will document the family's efforts in securing housing [24 CFR 982.201(5)(e)].

C. Reissuing Vouchers:

1. **Term of vouchers:** All vouchers will be reissued at sixty (60) day intervals.
2. **Evictions:** Program participants evicted through the court system will lose their housing assistance and will not be eligible for a reissued voucher. They may reapply for assistance according to Section XIX on Terminations/Denials.
3. **Failure to correct tenant defects:** Participants who fail to correct tenant defects as identified in the Housing Quality Standards section will lose their housing assistance and will not be reissued a voucher. They may reapply twelve (12) months after the date of termination.

D. Suspensions:

LHA does not provide suspension of the initial or any extended term of voucher due to length of time available for extensions (up to 180 days).

SECTION VII.
INCOME, DEDUCTIONS and TOTAL TENANT PAYMENT
(24 CFR 5.609 & 5.628)

- A. Moving to Work Demonstration:** The Moving to Work (MTW) changes were effective July 1, 1999 for new admissions and with existing voucher participants at the next annual re-examination effective October 1, 1999. Through the MTW demonstration program, LHA will not implement regulatory provisions related to the Earned Income Disregard income exclusions, imputed welfare income and student earned income exclusions for adults 22 or older.

VASH vouchers are not eligible to participate in the Moving to Work Demonstration.

Effective February 1, 2008, through the MTW demonstration program, the maximum initial rent burden rule will be modified so that a family's rent share does not exceed 50% of their monthly adjusted income at the time of approving tenancy and executing a HAP contract.

Effective April 1, 2008, through the MTW demonstration program, the following policies will be implemented starting with April 1, 2008 vouchers issuances for new admissions and effective July 1, 2008 for annual re-examinations.

1. **Minimum "tenant" rent portion:** All subsidized households will be responsible to pay the owner a minimum of \$25 for tenant rent. The higher of the TTP minus the utility allowance or \$25 is used to determine the tenant rent to owner. This requirement will be waived if the head of household is disabled and has a current Social Security application pending.
2. **Total Tenant Payment (TTP) is determined on 27% of the gross income:** TTP is based on 27% of the monthly gross income with no allowable deductions.

Hardship clause: *Pre-existing program participants who were issued vouchers prior to April 1, 2008 are eligible to be considered under a Hardship clause for the next six years at each annual re-examination. If it is determined at the participant's next annual reexamination that the 27% gross income without deductions policy increases the participant's TTP by more than \$25 per month than a Hardship TTP will be used instead.*

How to determine if the Hardship TTP should be used?

LHA will compare the 27% calculated TTP to the Hardship TTP. If the Hardship is less than the 27% calculation than the Hardship TTP will be used. In order to be eligible for the Hardship TTP, the household's pre-existing deductions must be self certified that the deductions will remain the same or increase in the next certification year.

How do you calculate the Hardship TTP? The Hardship TTP is calculated by using the household's current gross annual income minus any pre-existing deduction verified at the last re-exam prior to July 1, 2008. The Hardship TTP is based on the annual income minus pre-existing deduction divided by 12 monthly equals adjusted monthly income multiplied by 30% plus an additional \$25 at each annual re-examination.

3. **Asset Income Calculation**

Assets equal to or greater than \$5000: Households with total assets face value equal to or greater than \$5000 will be verified by tenant provided financial statements such as monthly, quarterly or year-end statements. Asset income will be calculated using face value multiplied HUD passbook rate currently at 2%.

Assets less than \$5000: Household with assets less than \$5000 will self certify their assets with a written statement and all asset income will be excluded.

4. **Verification Requirements**

In addition to the asset verification requirement changes.

Earned income: Applicant and Participant provided pay statements such as pay stubs will be allowable verification in lieu of a third party verification from the employer. Three months pay statements is preferred. EIV will be used first, if available and participant provided pay statements are secondary.

Social Security Income: Applicant and Participants may provide their most recent Social Security statement or benefit letter issued by the Social Security Administration as acceptable verification if EIV verification is not available. This eliminates the requirement that the verification be dated no more than 60 days from the date of the interview for this income only.

B. **Annual Income:** All amounts, monetary or not, that go to or are on the 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 re-examination effective date. During the Moving to Work Demonstration LHA will follow the income inclusions and exclusions according to the Federal Regulations except for the following:

1. **Minimum Earned Income (MEI).** LHA will include a minimum amount of earned income when calculating Annual Income whether or not a family is working. The minimum amount of earned income for families with one eligible adult will be based on 25 hours per week of employment at the federal minimum wage. The minimum amount of earned income for families with two or more eligible adult members will be based on 40 hours per week of employment at minimum wage. LHA will count the higher of the minimum earned income or the actual earned income (as defined in the definition section of this plan) for the household. The minimum earned income will be added to any unearned income the family receives. Eligible adults are persons 18 years of age or older who do not qualify for one the following exemptions. All adults in the household must be exempt in order for the household to be exempt from the minimum earned income requirements.

Exemptions: LHA will exempt adults members of the family from the minimum earned income requirement if they meet the following criteria:

- a. A person who has an illness or injury serious enough to temporarily prevent entry into employment or training. As an example, a broken limb would not automatically qualify an individual from this exemption. An individual under doctor's orders for restricted activities following surgery could be considered for a temporary exemption. Each exemption will be considered on an individual yet consistent basis. Exemptions for illness or injury of less than six weeks anticipated duration will not be given. The maximum duration of this exemption is one year. The exemption will continue beyond one year if the individual has a current application for Social Security disability and the decision is pending.
- b. A person who is age 60 or older or disabled.
- c. A person who is needed in the home on a continuous basis because of the illness or incapacity of another household member and no other appropriate member of the household is available to provide the needed care. Verification from a physician or licensed or certified psychologist is required. The illness or incapacity of the household member must be evaluated periodically, depending on the diagnosis and/or prognosis for recovery. LHA will verify this at least annually.
- d. A parent or needy caretaker relative of a child under the age of 12 weeks.
- e. A pregnant woman beginning with the 3rd trimester (6th month) of pregnancy continuing through six weeks following the end of the pregnancy.
- f. An individual who is participating in AmeriCorps or Vista.
- g. A 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. The school must be accredited by the Nebraska Department of Education and/or other acceptable accrediting agencies.
- h. A participant in an approved Self-Sufficiency Program. An approved self-sufficiency program is one that has been reviewed by LHA and whose sponsoring agency has an agreement with LHA regarding their program. Self-sufficiency programs provided by agencies will be approved on a case by case basis if they meet the following guidelines. The self-

sufficiency plan must be part of an organized self-sufficiency program developed by the agency as part of the agency's ongoing efforts to support families in achieving self-sufficiency. The goal plans must be based on results of assessment and must list goals to be achieved and benchmarks and time lines; goals must be measurable and verifiable; realistic---within the control of the individual; adequate---contribute to the achievement of self-sufficiency; congruent with the individual's values; and time-limited. The self sufficiency plan must detail the responsibilities, roles, and expectations of the participant, the sponsoring agency and case manager, and other service providers. The self-sufficiency plan may be a flexible tool which allows for adjustments based on changes in external conditions or individual circumstances. There must be an established relationship the Lincoln Housing Authority and the sponsoring agencies of the self-sufficiency program to allow for the exchange of information so that Lincoln Housing Authority can monitor the progress on self-sufficiency goals and objectives.

To be eligible for an exemption from the minimum earned income requirement, the individual must be fully enrolled in the self-sufficiency program and actively participating. They cannot be enrolled but inactive and cannot be under any sanction or probation with the self-sufficiency agency.

The following agencies are approved self-sufficiency programs:

- (a) Nebraska Health and Human Services - Employment First Program
- (b) Catholic Social Services - Transitional Housing Program
- (c) City of Lincoln Urban Development Department-Job Training Division
- (d) Homeless Committee- Homeless voucher program
- (e) LHA Family Self Sufficiency Program
- (f) Lincoln Action Program-These programs must be reviewed and approved by LHA on a case-by-case basis:
 - Head Start and Early Head Start
 - Computer Micro-Enterprise Development (CMD) Program
 - Micro-Enterprise Project
 - LAP Supportive Housing Program

2. **Student Income.** LHA will include all earned income in the calculation of Annual Income of full time students age 22 and older. These students will not be considered as dependents for the purpose of calculating annual and adjusted income.

According to 24 CFR 5.609, any financial assistance in excess of tuition that is received under the Higher Education Act of 1965, from private sources or from an institution of Higher Education should be consider annual income except for persons over the age of 23 with dependent children.

3. **Earned Income Disregard.** LHA will not implement federal regulations for these income exclusions under MTW policy.
4. **Imputed Welfare Income.** LHA will not implement federal regulations for imputing welfare income under certain conditions under the MTW policy
5. **Terminated Employment.** If a family member has terminated employment, a rent decrease will be considered 90 days after the termination date. After the 90 day delay an interim will be conducted and made effective the month after all eligibility information has been verified.

C. Calculations:

Annual income is used in rent calculations. All annual income should be “anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date” Per 24 CFR 5.609 (2). **Exception:** Under Moving to Work, LHA will not use any income increases unknown to the household at the time of the interview date for admissions or annual re-exam.

Procedures for Employment Income:

1. View information provided by the HUD EIV system along with a current pay verification, i.e. pay stub or statement. If this information is reflective of the next twelve month, the calculations will be used for EIV's most reflective four quarters.
2. If EIV information is not accurate or reflective of the next twelve months income, applicant or participant provided verifications are utilized with preferably pay statements for three months. If pay statements are not available a third party verification will be submitted.
3. *Use the information which is most reflective of the next 12 months following the admission or annual re-exam.*
4. If there is a discrepancy with the applicant/participant's statement and any other verification. Contact the employer to resolve the discrepancy. When employer resolves the discrepancy, document their statement and use the information to annualize the income. If the discrepancy can not be resolved, LHA will use the highest income projection.

Note: An exception cannot be granted if the employee *chooses* to reduce scheduled hours. An exception will be granted if income is reduced for medical reasons or an accommodation for a disability.

For example: Employer states the applicant is scheduled to work 40 hours a week but the applicant provides a doctor statement limiting the applicant to working 20 hours a week for the next year due to a medical condition. LHA would use the 20 hours a week.

Annualizing income from current tax year Y-T-D.

Current Y-T-D

Number of weeks from Jan. 1st (Jan. 8th is always the first week)

or

Number of weeks for the current tax year

If it is a partial week then use the following table:

1 day - .14

2 days - .28

3 days - .42

4 days - .56

5 days - .70

6 days - .84

Note: If the number of weeks from January 1st does not appear to be reflective of current Y-T-D, then determine when the pay period began for current tax year. If pay period began in December, LHA may count the December weeks.

Bonus Calculations: If there are bonuses to be anticipated, but the employer refuses to anticipate the bonus for the current year, the bonus from last year will be used for calculations.

5. **Temporary / Sporadic Employment:** If a person works temporary or sporadic employment in the past 12 months, LHA will anticipate the next 12 months earnings using the past income to reflect the future income. If the person has not been enrolled with temporary or sporadic work on a consistent basis (less than 12 months), then LHA will anticipate the income on a quarterly basis, completing interims every quarter regardless of the increase or decrease of income.

6. **Child Support Calculations**

(a) count the court ordered amount; or

(b) if the payment history indicates a pattern of payment different than the court ordered amount, anticipate the next 12 months of child support using the actual child support received by the applicant/tenant within the past 12 months; **unless**

(c) the past 12 months is **not** the best indicator, then **less than 12 months** payment history may be used to predict the future 12 months income as long as the reason is documented in the case file. *Note: Under these circumstances, if a "reasonable" pattern has been established for the last 3 months, the worker should consider using the past three months payment history to predict the future annualized child support.*

7. Lump Sum Calculations

Treatment of accumulated periodic payments due to a dispute or processing problems will be done prospectively for families who report lump sum amounts on a timely basis. If the family fails to report the payment to LHA timely, the lump sum will be calculated retroactively.

Any portion of the lump sum that is for a period prior to the family's participation would be counted as an asset instead of income.

LHA will follow the rules according established by HUD in 24 CFR Part 5.609.

The Housing Choice Voucher Guidebook offers examples in calculations.

8. Retirement Fund Calculations

While an individual is employed, count only amounts the family can withdraw without retiring or terminating employment.

Afer retirement or termination of employment, count any amount the employee elects to receive as a lump sum as an asset.

9. Person Permanently Confined to Nursing Home Calculations:

If a family member is permanently confined to the hospital or nursing home and there is one family member left in the household, LHA will calculate using the method that provides the tenant the most benefit:

- (a) Exclude the income of the person in the nursing home and give the tenant no medical deductions paid on behalf of the member in the nursing home, or
 - (b) Include the person's income residing in the nursing home and give the tenant the medical deductions they pay on behalf of the family member in the nursing home.
- Note: The bedroom size for the voucher would be based on only the remaining household members actually residing in the unit.*

10. Calculations for Assets Disposed of for less than Fair Market Value:

LHA must count assets disposed of for less than fair market value during the two years preceding examination or re-examination. LHA minimum threshold is \$1,000. If the total amount of assets disposed of within the one year period is less than \$1,000, then it will not be considered as an asset. If assets are disposed of for less than Fair Market Value, we will count the value of the divested asset (market value less amount received plus cost to convert to cash) times the passbook savings rate as imputed income from the divested asset.

Assets disposed of as a result of divorce, separation, foreclosure or bankruptcy are not considered as assets disposed for less than fair market value.

11. Prorations of Assistance for “Mixed” Families:

A “mixed” family includes at least one U.S. citizen or eligible immigrants and any number of ineligible members. Proration of assistance must be offered to any applicant or participant family.

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 are actually eligible. TTP is the gross rent minus the prorated assistance.

E. Temporary Absence

An assisted family that finds it necessary to be absent from the unit for more than 30 consecutive days is required to notify the owner and LHA of their absence, and the date by which they expect to return. If the unit will be occupied during the family’s absence by a caretaker not ordinarily a part of the household, the tenant must secure the owner’s permission for the arrangement and must notify LHA. If LHA finds the assisted unit occupied by someone other than the designated head of household or other adult family member, it will assume the family vacated the unit and terminate the HAP contract.

If “a” family member leaves the household for more than three (3) months, the unit will not be considered their principal place of residence, and they will be terminated from the program. The bedroom size should be adjusted accordingly.

Reporting requirements: The family will need to declare in writing to LHA when any family member is temporarily absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will advise the family of their options and how it affects the TTP or voucher size.

1. Examples of Temporary Absences:

- (a) **Children in Foster Care:** If the children are removed from their parent’s home due to neglect or abuse, as long as a reunification plan is in place with the local social service agency, the child(ren) will remain a member of the tenant family. LHA will obtain verification from the local social service agency.
- (b) **Single parent leaves and another adult lives in household to care for children:** If another adult is brought into the household to take care of the children while the single parent is away, as long as the family continues to meet the definition of family and the other adult meets all other eligibility requirements, assistance will not be terminated. The other adult household member will be changed to the head of the household, if the single parent will be absent for more than 60 days unless it is for medical reasons. A single parent may be absent from the unit for up to 180 days for medical reasons.
- (c) **Spouse or other Household member gone for less than three (3) months:** If the spouse or other household member is gone or estimated to be gone for less than three (3) months of the re-certification period and remains on the lease, then the spouse or other household member will be considered temporarily absent unless one of the following occurs:

- (i) **Husband or wife obtains a divorce or legal separation.** *If the family member with the children gives notice to LHA before vacating the unit, LHA will determine who will retain the voucher, or*
 - (ii) **The spouse is incarcerated.** A document from the court or prison should be obtained to determine how long they will be incarcerated.

- (d) **Student (other than spouse):** A student who attends school away from home, but lives with the family during recesses, may be considered either temporarily absent (first \$480 of income counted, on lease, counted on voucher size), or permanently absent (income not counted, not on lease, not counted for voucher size) at the family's option.

- (e) **Joint Custody of Children:** Children who are subject to a joint custody agreement but live in the unit 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 and do not have to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents.

- (f) **Exceptions for Sole member of the Household:**

If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and they will be terminated from the program.

If the sole member must leave the household to go to the hospital or nursing home, advice must be received from a reliable medical source as to the likelihood and timing of their return. If the medical source informs LHA that they will be permanently confined to a nursing home, they will be considered permanently absent. In order to be considered temporarily confined the sole member must not be absent from the household for more than 6 months or 180 days in a calendar year.

If the sole member must be absent from the unit to attend to the needs of an ailing family member, the sole member must not be absent from their unit for more than 60 days to be considered temporarily absent.

- (g) **Incarcerations and Vacations:** Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household being absent from the unit thus will be considered permanently absent from the unit after 60 days.

- (h) **Head of Household Absences:** Head of Household may not be absent for more than 60 days or they will be considered permanently absent. Exception: If absent for verifiable medical reasons, the head of household may be absent for 180 days.

F. Permanent Absences

The family must report in writing to LHA to declare a family member permanently absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability

1. **Spouse:** If the spouse leaves and will be gone for three (3) months or more and the family declares them permanently absent in writing with verification, they will be determined permanently absent and must be removed from the lease. Divorce or legal separation will consider the spouse permanently absent.
2. **Military (adult child):** If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.
3. **Adult members other than spouse:** This applies to persons who were declared to be members of the family such as members living in a relationship as a spouse. If the family declares in writing he/she is or will be permanently absent, LHA will consider him/her permanently absent if the person has been gone for three (3) months or more of the re-certification period.

LHA will consider the member permanently absent during the first three (3) months if one of the following verifications is provided. The verifications are listed in order of the most to least preferable form of verification:

- (a) Lease in their name at another location;
- (b) Statements from other agencies such as Health and Human Services;
- (c) Utility or telephone bills in their name at another location; and
- (d) At LHA discretion, a statement from the family which includes a forwarding address.

G. Family break-up: If a family breaks up, the following factors must be considered in determining who remains in the program (24 CFR 982.315 and refer to "Subsidy Standards" section).

1. It is in the best interest of the minor child(ren) or ill, elderly or disabled family members;
2. The family members were not forced to leave the unit due to emotional or physical abuse; and/or
3. If a court determines the disposition of property between the members in a divorce or separation, LHA is bound by the court's determination of which family members continue to receive assistance.

H. Deductions

Under Moving to Work policy changes effective April 1, 2008 the following deductions are no longer utilized in household TTP calculations for applicants or participants. See " MTW Demonstration" area, page 26, for more detail explanation.

1. **Dependent Deduction:** LHA will provide the same dependent deduction required by HUD regulation with one exception. Under MTW, LHA will not consider as dependents full-time students age 22 and over. LHA will not provide a dependent deduction for these students
2. **Child Care Expense Deduction:** Child care expenses for children under the age of 13 may be deducted from the annual income if the child care enables an adult to actively seek employment, be gainfully employed and/or to further their education. (24 CFR Section 5.603)
3. **Medical Expense Deduction:** If the head of household or spouse is elderly (62 or older) or disabled the all family members will be allowed the medical expense deduction. See HUD rules for allowable medical expenses in IRS Publication 502. Medical expenses may include but are not limited to health insurance, medical transportation, services of health care professionals and facilities, prescription and non-prescription medicines, dental expenses, hearing aid batteries, eye glasses and monthly payments on accumulated medical bills (only the amount expected to be paid in the next 12 months). Non-prescription medicines must be doctor recommended with a specific dosage in order to be considered as a medical expense. (CFR 5.603, 5.611 and 5.403 and Housing Choice Guidebook 5-31/32)

LHA will consider veterinary bills and food for guide dogs as a medical expense.

Medical expenses must be anticipated for future months in calculating the allowable expenses.

4. **Disability Assistance Expense:** Families may deduct reasonable anticipated expenses for attendant care and auxiliary apparatus for family members with disabilities. The expense must enable the family member to be employed and can not be an expense that is paid to a member of the family or reimbursed by an outside source. This deduction must not exceed the earned income received by the family members who are able to work. The expenses exceeding 3% of the gross annual income will be allowed. CFR 5.603 & 5.611
5. **Elderly/Disability Allowance:** \$400 per family is allowed if the head of the household or spouse is a person who is at least 62 years old or a person with disabilities.

6. **Medical Insurance Premium Deduction:** For non-elderly, non-disabled families LHA will deduct the amount of medical and dental insurance premiums paid by the family that exceeds 3% of Annual Income. LHA will calculate this in the same manner that it calculates the HUD-required deduction of medical expenses for elderly and disabled families. However, for non-elderly, non-disabled families LHA will only include the cost of insurance premiums paid by the family, and that are not reimbursed to the family. LHA will not deduct any other out of pocket medical expenses for non-elderly, non-disabled families.

I. **Minimum TTP:** \$50 is the minimum TTP. By request, exemptions to the minimum rent requirement may be provided to any family who is unable to pay the amount due to financial hardship, unless the hardship is temporary. Upon request for a hardship, LHA will suspend the \$50 minimum TTP beginning the month following the request until LHA determines if the family qualifies for the financial hardship and whether the hardship is temporary or long term. Financial hardships include the following situations:

1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence and who would be entitled to public benefits but Title IV of the Personal Responsibility and Work Act of 1996;
2. When the family would be evicted because unable to pay the minimum rent;
3. When the income decreases because changed circumstances including the loss of employment ; or
4. When a death in the family has occurred.

If the hardship is determined temporary, the minimum rent is suspended 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent is reinstated retroactively to the date of the suspension. LHA will offer a reasonable repayment agreement to cover the minimum rent charges during the suspension period.

J. **Payment Standard Adjustments**

The payment standard schedule will be reviewed by LHA annually and adjusted to as parallel to the Section 8 Voucher Fair Market Rent levels as funding allows.

K. Utility Allowance

LHA continues to utilize one standard utility allowance per bedroom size. The standard utility allowances are calculated at least annually using the current average utility cost per number of bedroom(s) per unit. Effective July 1, 1999, LHA discontinued issuing utility reimbursement checks.

For the VASH vouchers the utility allowance will be determined by bedroom size, tenant paid utilities and type of utility.

At least annually, LHA will obtain and analyze utility rate data for all utility providers within Lincoln to determine whether there has been a change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

An appropriate adjustment will be made to the schedule if there has been a change of 10% or more. No adjustment will be made for any increase calculated to be less than \$1 per unit month.

L. Maximum Rent Burden

Under Moving to Work Agreement, effective February 1, 2008 for all vouchers issued for admissions or transfers. LHA must prohibit approving the assisted tenancy and executing the HAP contract, if the gross rent exceeds the appropriate payment standard and the family rent share is more than 50% of their monthly-adjusted income.

VASH vouchers. In accordance with the Housing Choice Voucher program, LHA must prohibit approving the assisted tenancy and executing the HAP contract, if the gross rent exceeds the appropriate payment standard and the family share is more than 40% of their monthly-adjusted income.

Section VIII.
PROCEDURE FOR ADJUSTING VOUCHER PAYMENT STANDARDS

The payment standard schedule will be reviewed annually and adjusted as parallel to the Section 8 Existing Fair Market Rents levels as funding allows.

- A. Payment Standard :** Payment standards are used to calculate the Housing Assistance payment (HAP) Lincoln Housing Authority (LHA) pays to an owner on behalf of the family leasing the unit. The range of possible payment standard amounts are based on HUD's published fair market rent (FMR) schedule area within Lincoln Housing Authority's jurisdiction. FMRs are based on either the 40th percentile of the rents charged for standard rental housing in the FMR area. LHA may set its Payment Standard amount from 90 percent to 110 percent of the published FMR. Any payment standards above 110% or below 90% must first be approved by HUD.

The Payment Standard amount affects the amount of subsidy a family will receive and the amount of rent to be paid by the program participants. If a family leases a unit with a gross rent at or below the payment standard for the family, the family's share will be the Total Tenant Payment (TTP). If the rent for the unit is higher than the payment standard the family's share will be higher than the TTP.

Payment Standard amounts should be high enough to allow families a reasonable selection of modest, decent, safe and sanitary housing in a range of neighborhoods in the Lincoln Housing Authority jurisdictions. To meet that objective and to support families wishing to move to area of lower concentrations of economically disadvantaged households, LHA may establish higher payment standard schedules for certain areas within LHA jurisdiction so program families can rent units in more desirable areas. At times, funding may dictate the payment standard schedules.

- B. Increasing Payment Standard amounts by Board of Commissioners Resolution:** Lincoln Housing Authority may establish its payment standard amounts between 90 and 110 percent of the 40th and 50th percentile FMR. LHA will use the FMRs published. To increase payment standard amounts above 100% published FMR, LHA must obtain a board of commissioners resolution.
- C. Implementing Increased or Decreased Payment Standard Amounts:** The payment standard in place on the effective date of the Housing Assistance Payment (HAP) contract remains place for the duration of the contract terms unless LHA increased or decrease the payment standard. If the payment standard is increased, the higher payment standard is used in calculating the HAP at the time of the participant's regular (annual) re-examination. Families requiring or requesting interim re-examinations will **not** have their HAP payments calculated using the higher payment standard until their next annual re-examination.

As fair market rents are adjusted annually, the percentage for fair market rent to payment standard may also change.

Decreases to payment standards must occur at the signing of new HAP contracts during admissions, transfers or renewal contracts. LHA will follow HUD's procedures established at 24 CFR 982.505 to reduce payment standards for those households with existing HAP contracts at the second annual re-examination from the date of the decrease to the payment standards.

Payment Standards, Fiscal Year 2009; Effective December 1, 2008

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	Manufactured Home Space
\$451	\$506	\$644	\$904	\$1095	\$1259	\$1423	\$258

Fair Market Rents for Housing Choice Voucher Program and Moderate Rehabilitation Single Occupancy Program: Fiscal Year 2009; Published September 29, 2008

0 BR	1 BR	2 BR	3BR	4 BR
451	506	644	904	1095

Effective 12-1-08, LHA Payment Standard percentage to current FMR is 100% .

**SECTION IX
VERIFICATIONS
(HUD Handbook 7420.10 Chapter 5)**

- A. General Policy:** LHA will verify all information affecting an applicant or participant's eligibility for the program including selection for preferences, rent calculations and unit size.

Items to be verified include:

1. Age
2. Assets
3. Child Care expenses
4. Citizenship/ Immigration Status (if born outside the US)
5. Dependent Allowance
6. Disability assistance expenses
7. Disability status
8. Familial
9. Family circumstances
10. Income (inclusions and exclusions)
11. Legal identity
12. Medical expenses
13. Preference status
14. Social Security numbers
15. Unit size
16. Zero income status

These verifications will occur no later than sixty (60) days prior to the voucher issuance; no more than 60 days prior to interview for annual admissions re-exams and interims and no more than 120 days for voucher extensions. Permanent verifications must only be verified once, i.e. Social Security numbers.

- B. Methods of Verification:** LHA will verify in accordance to the federal regulations and LHA procedures. LHA prefers to independently verify information. However, LHA recognizes this may not always be possible, thus LHA will observe the following preferred order of verification:

1. **Up front Income Verification:** As available by HUD, up front income verification through computer matching will be used to verify wages, unemployment, TANF, and Social Security Benefits.
2. **Third Party:** LHA will first attempt to obtain written third party verifications of information. LHA will require applicants to sign authorizations for the release of information to enable LHA to obtain such verifications. LHA will send verification forms directly to employers, banks, social service agencies and others in order to receive an accurate third party verification. LHA's written inquiries will state the purpose of the inquiry and include the applicant/participant's authorization to release information. LHA will strongly encourage parties to respond in writing, but will accept oral verification from a third party source if a written response is not possible. LHA will document all attempts to obtain written and oral third party verifications before moving to the next level of verifications.

Computer verification will serve as a third party verification where allowed by HUD and/or state or local agencies. Computer printouts are acceptable.

3. **Family Documentation:** If third party verification is not possible, LHA may accept documentation supplied by the applicant. All documents will be photocopied. If photocopying is not allowed for a particular piece of documentation, then LHA will be required to make a notation in the file regarding the document which was viewed.
4. **Family Certification:** Under limited circumstances, if the nature of the information cannot be documented or independently verified, LHA may accept a certification from the family by submitting a statement in writing. LHA will use its best judgement to determine whether the family should be able to provide documentation of certain information.
5. **Release of Information:** Families will be required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice and other appropriate forms of verification not covered under the HUD form 9886. The signatures should be updated at each annual re-examination. Family refusal to cooperate with the required verification system will result in denial or termination.

C. Acceptable Forms of Verification: The verifications are listed in the order of most to least preferable form of verification. LHA will attempt to obtain the "most" preferable form of verification.

Income and Assets:

1. **Alimony or Child Support Payments:**
 - (a) Copy of separation or settlement agreement or divorce decree stating amount and type of support and payment schedules.
 - (b) Statement of the party responsible to enforce the payments indicating a record of payment history.
 - (c) A letter from the person paying the support.
 - (d) A copy of the latest check. LHA must record the date, amount and number of the check.
 - (e) Child Support/Alimony certification statement.
 - (f) Household's signed statement.

2. **Assets Disposed:**
 - (a) Family's certification as to whether any member disposed of assets for less than fair market value during the two years preceding the effective date of the certification/re-certification.

and/or

- (b) If the family disposed of assets for less than fair market value, a certification that shows:
 - (i) All assets disposed of for less than FMV;
 - (ii) Date assets were disposed;
 - (iii) Amount family received; and
 - (iv) The asset's market value at the time of disposition.

3. **Assets (Net Current & Non-Liquid):** Collect enough information to determine the current face value. **Under MTW policy changes, only assets equal to or more than \$5,000 face value require verification beyond self-certification.** Assets less than \$5,000 are verified with self certification by the household.
 - (a) Passbooks, checking account statements, certificates of deposit, bonds or financial statements.
 - (b) Verification forms, letters or documents from a financial institution.
 - (c) Quotes from stock broker or real estate agent.
 - (d) Real estate tax statements at current market value.
 - (e) Copies of closing documents.
 - (f) Appraisals.
 - (g) Family's notarized statements.

4. **Employment:**
 - (a) Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days (preferably 3 months) employment unless the participant recently started employment and has not worked a full 30 days.
 - (b) W-2 forms plus tax return forms.
 - (c) Employment verification form completed by the employer.

5. **Interest Income and Dividends:**
 - (a) Account statements, passbooks, etc., providing enough information and signed by the financial institution.
 - (b) Brokers' quarterly statements showing the value of the stocks or bonds and the earnings credited the applicant.
 - (c) An IRS form 1099.

6. **Interest from the sale of real property pursuant to purchase money mortgage, installment sales contract or similar arrangement:**
 - (a) A letter from the accountant, attorney, real estate broker, the buyer or financial institution stating the interest due for the next 12 months.
 - (b) Amortization schedule showing the interest for the 12 months following the effective date.
 - (c) A copy of the check paid by the buyer to the applicant is **not** sufficient.

7. **Rental Income:**
 - (a) IRS 1040 with Schedule E.
 - (b) Copies of latest rent checks, leases or utility bills.
 - (c) Documentation of family's income and expenses in renting the property which includes expense and income receipts.
 - (d) Lessee's written statement identifying monthly payments due the family and family affidavit to net income.

8. **Recurring Gifts:**
 - (a) Notarized statement signed by the person providing the gifts. Must give the purpose, dates and value of the gift(s).
 - (b) Family notarized statement that provides the same information indicated above.

9. **Self-Employment (Net Income from a Business):** The following documents will reflect the prior year's income, but LHA must consult with the participant/applicant on the estimated income due for the next 12 months.
 - (a) IRS Tax Return, form 1040 and any schedules (C - Small Business, E - Rental Property and F- Farm Income).
 - (b) Accountant's calculation of depreciation expense computed using straight-line depreciation rules.
 - (c) Financial statements of the business.
 - (d) Loan application listing income derived from the business during the previous 12 months.
 - (e) Applicant's accounting statements as to the net income realized from the business during the previous years.

10. **Social Security, Pensions, Disability and Unemployment Income:**
 - (a) Computer links.
 - (b) Benefit verification form completed by the agency providing the benefits.
 - (c) Award or benefit notification letters.

11. **Welfare:**
 - (a) Records obtained via LHA's computer link or directly from the Department of Health and Human Services.

12. **Zero income Status:** Families reporting no income or unrealistically low income will be required to sign an affidavit of unemployment, zero income affidavit and/or "survival" statement.

13. **Deductions:** Effective April 1, 2008 all deductions except deductions provided under the Hardship TTP will be eliminated according to the MTW policy changes. Under the Hardship TTP the household will provide a written statement regarding the previous allowable deductions describing if they have remained the same, or are expected to increase.

Miscellaneous:

15. **Citizenship or National Status:**
 - (a) Individuals born outside of the United States—a birth certificate, U.S. passport, or naturalization papers; and
 - (b) Signed declaration of 214 status provided by the family for each household member and a copy of the Social Security card.
 - (c) Non-citizens in eligible immigration status—provide USCIS card or documentation containing an alien registration number and a signed verification consent form. LHA will complete a verification on the SAVE system.

16. **Full Time Student Status:**
 - (a) Written verification from the registrars' office or appropriate school official.
 - (b) School record indicating enrollment for sufficient number of credits to be

considered a full-time student by the school.

17. **Medical Need for Larger Unit:**

(a) A medical source must provide a written certification there is a need to provide a larger unit as a reasonable accommodation for a disability.

18. **Certification of Domestic Violence, Dating Violence or Stalking:**

A family member must complete and submit form HUD-50066 or information provided in lieu of the certification within 14 business days of receiving a written request by LHA. Verification will also be required to confirm the certification. Verification may include but is not limited to:

1. A Federal, State, tribal territorial or local police or court record; or
2. Documentation signed by an employee, agent or volunteer service provider, an attorney or medical profession whom the victim has sought assistance in addressing the violence issues.

If the victim does not provide complete a complete and accurate certification within 14 business days or request an extension from LHA, none of the protections afforded to victims of domestic violence, dating violence or stalking shall apply.

**SECTION X.
RE-EXAMINATIONS
24 CFR 982.516**

- A. Annual Re-Examinations:** LHA will conduct annual re-examinations on income and family composition in order to determine the appropriate Total Tenant Payment, Unit Size and Tenant Rent. A Personal Declaration form, authorization of release form, and other required forms must be completed by each participant family at each annual re-exam. LHA will assist the family with completing the required forms upon request. The family will be provided notification ninety (90) calendar days prior to the anniversary date to allow the family adequate notice to complete the re-exam process. Anniversary date is defined in the definition section of this plan.
1. **Family Responsibilities:** The family is responsible to cooperate with LHA to complete the annual re-exam accurately and timely. LHA will provide the family a minimum of two (2) notification letters to complete an annual re-exam. The first and second notification letters will allow the family to respond to LHA within ten (10) calendar days and complete the interview and eligibility process within sixty (60) calendar days from the date of the first letter. Should the family fail to complete the re-exam process within sixty (60) days of the first letter, the family may be terminated from the program.
A third letter will be sent to the family stating the termination date and right to an informal hearing. Reinstatement is not an option after the termination date, and the family must re-apply for assistance. Reinstatement is possible for a participant with disabilities who fails to comply with responding to the process for a reason related to their disability.
 2. **LHA Responsibilities:** It will be LHA's responsibility to send the notification letters in accordance with the following:

1st Notification letter: LHA should send to family within a minimum of 90 calendar days prior to anniversary date.

2nd Notification letter: LHA should submit to family within 5 working days of family's failure to respond to the request(s) of 1st notification letter or the family's failure to complete the requirements of the re-exam with in 10 calendar days.

3rd letter (termination): LHA should submit no later than 5 working days from the family's failure to meet the requests on the 2nd notification letter or no later the 30 calendar days prior to the anniversary date whichever is shorter.
 3. **Zero Income:** Families who claim zero income must provide a written declaration as to how they are paying their bills with zero income. These families will be required to cooperate with quarterly income re-certifications and rents will be changed according to the changes.

B. Interim Re-Examination:

Under certain circumstances LHA will re-examine a family's income and/or composition between annual re-examinations. LHA will complete interim re-examinations at the participant's written request and when there is a household composition change. LHA will accept other forms of communication other than writing to accommodate a disability. Decreases in family income and household composition will always be re-certified during an interim re-examination. If a re-examination is completed between an annual re-examination, it is considered an interim. Changes to the tenant rent will be made effective the month after LHA receives adequate verification.

1. **Family Composition Changes:** Families must report composition changes in writing within thirty (30) calendar days of the change in composition status. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will review eligibility requirements pertaining to the changes in adding or deleting a household member. LHA must review and approve eligibility of an additional person in the unit.
2. **Other Changes:** A family may request in writing an interim to be completed for a decrease in income or other change in circumstances. The family will be required to report all related changes. LHA will accept other forms of communication other than writing to accommodate a disability. Changes to the tenant rent will be made effective the month after LHA receives the required verifications. LHA can not complete the interim calculations until after LHA has secured all required verifications.

Income increase: If the family's income increases without a change in family composition, then LHA will wait until the annual re-examination to re-determine any possible rent increase. Participants are required to report any changes in income at the next annual re-exam. Families who report zero income will be required to report income changes at their quarterly certification and rents will be changes accordingly.

Income decrease: LHA will review with the family if there are other related changes which should be considered when determining the rent adjustment.

LHA will not lower rent for payments due to a temporary loss of income of one month (30 days) or less duration. If a family member has reduced or terminated employment income, LHA will make the rent decrease 90 days after the decrease in income occurred or after all verifications are received to redetermine eligibility whichever is the latest.

Temporary or Sporadic Employment: If a person works temporary or sporadic employment for the past 12 months, the LHA will anticipate the next 12 months earnings using the past income to reflect the future income. If the person has not been enrolled with temporary or sporadic work on a consistent basis (less than 12 months), then LHA will anticipate the income on a quarterly basis, completing interims quarterly regardless of the increase or decrease of income.

3. **Failure to Report Changes Timely:** LHA will conduct an interim re-exam and charge retroactive rent if the participant fails to report changes in writing within the required time frames. LHA will accept other forms of communication other than writing to accommodate a disability. Required time frames are thirty (30) calendar days to report family composition changes, next annual re-exam for increases in income.
4. **Temporary Income Period:** LHA will complete an interim re-exam if the tenant rent payment was calculated for a temporary period of income. For Example: A household member submits a doctor statement that they will not be able to work for 2 months. An interim was completed and two months rent reflected zero income. The third month will have another interim adding the employment income back into the TTP. When possible LHA will issue concurrent notices on lowering the rent and one increasing the rent effective on the predicted date the client returns to work.

Section XI.
Housing Quality Standards
(24 CFR 982.401)

LHA will follow the requirements for minimum housing quality standards as stated in 24 CFR 982.401. LHA Inspectors will be trained staff members utilizing the Inspection Manual and HUD Handbook 7420.7. Inspectors will use the HUD Inspection form HUD-52580.

A. HQS Variations and Clarifications by LHA:

1. **Bathroom:** Wall mounted basins must be secured.
2. **Bedroom:** Bedroom size is at least 70 square feet for one person and 100 square feet for two people. Living room can be a sleeping room as long as it contains at least one window and two electrical outlets (a permanent overhead or wall-mounted fixture can count as one of the required outlets). Bedroom windows must be able to open. Bedroom door must open, close and latch for privacy.

Bedrooms in the basement or attics should have ceiling height of at least 7' and 70 square feet of ceiling area. It should have adequate heat provided by a direct or indirect heat source. If a bed is found in a basement without an egress window this will be considered a tenant HQS defect. Beds in this area must be taken apart and the mattress set up against the wall to pass HQS inspection.

3. **Ceiling:** At initial/lease-up Inspection, the unit shall not have any missing or broken ceiling tiles in any room and globes must be on all light fixtures. At annual inspections, globes may be removed by tenant preference as long as there are no exposed wires or other safety hazards.
4. **Garbage and Debris:** The unit shall be free from heavy accumulation of garbage and debris both inside and outside. Heavy accumulation means large piles of trash, garbage and discarded furniture and debris. This level of accumulation can not be picked up by an individual within one or two hours. Trash must be picked up on a routine basis. Property must be in compliance with the city and/or county ordinance on weeds and vegetation.
5. **Screens:** Only at initial/lease-up inspection, LHA will follow Lincoln City Ordinance requiring screens for all windows and patio door which open.
6. **Smoke Detectors:** LHA will follow the minimum HQS requirement for smoke detectors; each unit must have at least one battery-operated or hardwired smoke detector in operating condition and on each level of the unit including basements but excluding crawl spaces and unfinished attics. All smoke detectors must be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. **If new construction, there must be a smoke detector in each sleeping room.**
7. **Walls:** All interior walls must be painted. In addition to the HQS policy on large holes, walls with more than 3 holes size of a door knob or larger or holes larger than the size of a door knob will be considered a HQS defect.

8. **Water Heater:** Water heater discharge pipe must be 3" from the floor and the diameter must not be reduce (according to Lincoln City Ordinance).
9. **Windows:** The only window size requirements are for basement windows which must follow city code. All windows on the first floor must have locks. All windows which were designed to open and close must maintain this function unless reasonable documentation is provided to prove the window can no longer serve the function of opening and closing, it is not repairable nor reasonable to replace. In these situations, the room must have adequate egress and clearly mark the window which can be used safely as a fire exit.
10. **Carpets:** In addition to HQS requirements, carpets will also fail HQS at annual re-examination if the carpet appears to have urine or fecal matter or other obvious safety hazards created by the tenant's housekeeping. Kitchens and bathrooms should have a finished floor covering which is cleanable, such as carpet or linoleum (not plywood or sub-flooring only), with no holes bigger than 3" in diameter.
11. **Vehicles not licensed:** LHA will not cite for as HQS defect if the vehicle is not used as storage, will be licensed within the next 30 days and the tenant can demonstrate the vehicle can be moved.

B. Initial/Lease-up Inspections: Initial inspections will be scheduled at the participant's request as promptly as schedules permit, usually within seven (7) business days.

Units with Housing Quality Standard (HQS) defects prior to lease-up, will be temporarily denied from the program and the owner will be notified by mail of the required corrective action and expected completion date to secure approval. Applicants and participants will be encouraged to search for another unit should the repairs exceed 30 calendar days.

C. Annual Inspections: HQS Inspections will be performed annually.

1. **Corrective Actions:** Owners will be notified of their responsibility for corrective actions and allow 30 calendar days to complete most repairs. The owner is not responsible for HQS breaches caused by the family. The owner may correct all failed items, regardless who caused the actual damage or determine which failed items were caused by the tenant and require the tenant to make the repairs.
 - (a) **Time frames to correct the deficiencies:** LHA will give the responsible parties a reasonable amount of time to correct the deficiencies. 24 hours will be given to correct all repairs considered life-threatening. No more than 30 calendar days will be provided to correct all other repairs. Extensions are granted by Housing Supervisor or Manager approval.
 - (b) **Corrections of deficiencies:** Owner/Tenant must notify LHA when the repairs have been corrected. The Inspector will conduct a reinspection using the original inspection form dating and initialing the items which have been corrected. If at the time of the re-inspection, the repairs were not complete, LHA will determine who is responsible for the repairs.

- (i) **Failure by owner** to correct the "owner-caused" deficiencies within the required time frame can result in abatement of the Housing Assistance Payment (HAP) until the correction and re-inspection is completed. The owner will be given notice when the HAP contract will be terminated.
- (ii) **Failure by the tenant** to correct "tenant-caused" deficiencies within the established time frames can result in termination of assistance. LHA will not hold the owner responsible for a breach in HQS if it is determined to be caused by the family.
- (c) **Abatement:** After completion of the annual inspection the owner and the tenant will receive written notice of the defect(s) required to be repaired within 30 days. When it has been determined a unit on the program fails to meet the Housing Quality Standards and the owner has been given opportunity to correct the problem(s) but does not do so within the time frame established by LHA (up to 30 days), the rent for the unit may be abated for up to 30 days prior to the contract termination.

LHA will send the owner notification of abatement. The decision to abate HAP monies to an owner for HQS non-compliance will be final. Any abated monies will not be reimbursed to an owner except by approval of the Supervisor or Manager.

D. Scheduling Annual and Re-Inspections:

Annual inspections may be scheduled by the Inspection Clerk. LHA will conduct an annual inspection using the standards at least once every 12 months. If necessary, one re-inspection will be scheduled within 30 days.

Letters will be sent to the participant and respective owner notifying them of their scheduled annual inspection date. The letters will include the participant's obligation to cooperate with annual inspections, the benefit to the owner and participant in completing timely inspections, including timely renewal of their HAP, and the owner's responsibility to provide the tenant proper notice to inspect the unit without the tenant's presence.

LHA Inspectors will enter the unit in absence of the tenant, if the owner is present or authorized person.

E. Missed Appointments:

In the event the first Annual inspection or re-inspection appointment is not completed due to the absence of the participant or their designated representative a letter to the participant will be generated. For annual inspections, another scheduled inspection date will be established by LHA, and the participant must cooperate with enabling LHA to complete the inspection on the pre-assigned date. If it is a recheck, a letter will be sent requesting the participant to contact LHA within five (5) business days.

Second Missed Appointment:

In the event a second Annual inspection or re-inspection can not be completed due to the

participant failure to cooperate with completing the inspection a termination notice will be sent with the right to an informal hearing. Good cause can be determined on the information provided by the participant and case worker along with knowledge of the participants ability to meet their obligations. If good cause exists prior to termination date, another appointment will be scheduled. The participant will be terminated if the participant fails to provide "good cause" for missing a second appointment.

F. Complaint inspections:

Complaint inspections can be made at the request of either the owner or participant. Complaint inspections are scheduled when there is an alleged HQS violation that constitutes a serious habitability impediment to the unit or the violation constitutes a serious threat to the value and integrity of the property. A complaint inspection will only be done when it is determined the person responsible for the repairs has been given reasonable opportunity by the complainant to make repairs. The tenant must submit the complaint of the defect to the owner in writing providing a copy to LHA. If the owner fails to correct the problem within a reasonable time, the tenant should contact LHA to schedule an inspection to determine if it is a HQS defect. A determination on the seriousness of the alleged HQS violation will be made by the Inspections Department. Should the owner indicate they are not willing to fix the defects within the specified period, abatement may be waived or shortened at LHA's discretion, and a termination notice will be sent allowing the participant a reasonable time to locate a unit.

1. **HQS Violation Cited:** If the result of a complaint inspection determines an HQS violation, the inspector will determine whether the owner or participant is responsible to make the correction.
 - (a) **Owner Corrections:** The owner will be notified in the mail of the violation and given time to make the corrections based on the type of violation as follows:
 - (i) 24 hours for no hot or cold water, no heat , no electricity or for a condition which is imminently hazardous to life.
 - (ii) 72 hours for repair of refrigerator, range or oven or a major plumbing fixture supplied by the owner.
 - (iii) 10 - 14 days for all other repairs.

Failure on the part of the owner to make corrections can result in abatement and constitute grounds for possible termination of the HAP contract by LHA. If the contract is terminated, the participant will be issued a voucher to move. It will be the responsibility of the participant to allow the owner to make required repairs in an expedited fashion so the owner can fulfill his responsibility under the HAP Contract within the requested time frame.

- (b) **Participant Corrections:** The participant will be notified in the mail of the violation and given time to make their corrections based on the type of violation as follows:
 - (i) 24 hours for no hot or cold water, no heat , no electricity or for a condition which is imminently hazardous to life.
 - (ii) 72 hours for repair of refrigerator, range or oven or a major plumbing fixture supplied by the owner.
 - (iii) 10 - 14 days for all other repairs.
 - (iv) Failure to pay for any **utilities** the owner is not required to pay. Participants will be given a 24 hour notice to restore utilities. They may also be issued a 48 or 72 hour notice for non-compliance with HQS at the inspector's discretion.

- (v) Fail to maintain any **appliances** the owner is not required to provide. Participants will be given a 24 hour notice to restore appliances. They may also be issued a 48 or 72 hour notice for non-compliance with HQS at the inspectors discretion. Failure on the part of the participant to make the corrections could result in termination of their rental assistance and participation with the program.

G. Denial of Owner Participation:

LHA may deny an owner participation from the program when the owner:

1. The owner has violated obligations under the Section 8 HAP contract;
2. as directed by HUD;
3. the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
4. has a history or practice of non-compliance with Housing Quality Standards;
5. has a history or practice renting units that fail to meet State or local housing codes.;
6. has not paid State or local real estate taxes, fines or assessments;
7. has a history or practice renting units to tenants who are disorderly and interfere with the neighbor's right to peaceful enjoyment; or
8. has engaged in drug-trafficking.

SECTION XII.
LEAD-BASED PAINT
(24 CFR Part 35 Subparts A, B, R & M)

The Lead Safe Housing Rule applies only to pre-1978 units occupied by families with a child under six (6) years old.

A. Exemptions to Lead Safe Housing Rules:

1. Residential property for which construction was completed on or after January 1, 1978;
2. A zero-bedroom dwelling including a single-room dwelling occupancy (SRO);
3. Housing for the elderly, or residential property designated exclusively for persons with disabilities, as long as no child under age six (6) is living or is expected to live in the unit; or
4. Residential property found not to have lead-based paint by a certified lead-based paint inspection, and a copy of the results of a certified test are provided to LHA. Results of additional tests by a certified lead-based paint inspector may be used to refute or confirm the prior finding.

B. Initial and Annual inspections on pre-1978 units occupied or will be occupied by families with children under six (6) years of age:

1. **Visual Assessment:** LHA-trained inspector or other designee will conduct a visual assessment for deteriorated paint surfaces on the dwelling unit and common areas. Common areas include areas where residents must gain access to the unit, areas frequented by resident child under six (6) years of age, including play areas, child care facilities, garages and fences.

Visual assessment will include looking for deteriorated paint (chipping, cracking, chalking, or paint that is damaged or separated from substrate), visible dust, paint chips or paint debris.

2. **Paint Stabilization:** If visual assessment indicates there is deteriorated paint and the De Minimis Rule does not apply, then the owner must stabilize the paint as it is an HQS violation.

Paint Stabilization:

- (a) Repair of any physical defect in substrate of painted surface or building component. Examples of defective substrate conditions include dry-rot, moisture-related defects, crumbling plaster, missing siding or other components not securely fastened;
- (b) Under safe work practices, removal of all loose paint and other loose material from the surface being treated; and
- (c) Application of new protective coat of paint to the stabilized surface.

Exception: A participant can move into the unit prior to paint stabilization and clearance when the inspection indicated a lead-based paint HQS violation on the exterior only, and LHA granted an extension due to weather to remedy the HQS violation. Due to local weather restrictions, LHA will grant exceptions on exterior violations during the months of October 1st - April 30th. Any unit granted an exterior exception from October - April must stabilize the unit and pass inspection by May 31st.

3. **Clearance:** After the owner stabilizes the paint, the owner will need to provide LHA a copy of the findings from the clearance examination and a completed and signed "Lead Paint Owners Certification" to meet HQS. The certification must be provided to LHA prior to occupancy or within thirty (30) days of notification of visual assessment, if already occupied. The HQS violation is considered closed when LHA receives an executed copy of the Lead-Based Paint Owner's Certification and a copy of the results from the clearance.

Clearance is an examination conducted to ensure the site and unit are safe for occupancy. The examination includes visual assessment and dust wipe testing. Clearance examinations must be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

4. **Non-Cooperation:** Failure to comply with hazard activities and clearance within 30 days (or later if extension granted for exterior surfaces) of notification constitutes a violation of HQS, and appropriate actions must be taken if a program family occupies the unit. If the unit is vacant and failed the lead-based paint clearance, the unit may not be occupied by another assisted family, regardless of the ages of the children in the family, until compliance is met with the lead-based paint requirement.

C. The De Minimis Rule:

Paint stabilization and clearance is not required if disturbed painted surfaces do not exceed:

1. 20 square feet on exterior surfaces;
2. Two (2) square feet in any one interior room; or
3. 10% of the total surface of an interior or exterior-type component with a small surface area (e.g., window sills).

D. Procedures for Children under age six (6) with Environmental Intervention Blood Lead Level (EIBLL):

EIBLL is a blood level confirmed concentration of lead in the whole blood equal or greater than 20ug/dL (micrograms of lead per deciliter) for a single test or 15-19ug/dL in two tests taken at least three (3) months apart.

1. **EIBLL Reports:** LHA must verify all EIBLL reports by contacting either the public health department or medical health care providers. If the report is from a source other than the public health department, LHA must notify the public health department within five (5) working days.
2. **EIBLL Confirmation:** Once the EIBLL is confirmed in writing from the public health department or medical health care provider, LHA must have a risk assessment conducted within fifteen (15) days of receipt of the medical notification. A risk assessment is not required if the public health department has already conducted an

evaluation between the date the child's blood was last sampled and the date LHA received notification on the child's condition.

3. **Risk Assessments:** The risk assessment is conducted by the public health department, or LHA must hire and pay for a certified risk assessor. Upon completion of the risk assessment, LHA will provide a report to the owner and require any lead reduction activities to be completed within thirty (30) days.

Risk Assessments are on-site investigations to determine the existence, nature, severity and location of lead-based paint hazards.

4. The owner must notify the results of the risk assessment to the building residents within 15 days of receiving the report from LHA.
5. The owner must complete reduction of the identified lead-based paint hazards as identified in the risk assessment within 30 days (*or date specified by LHA if an extension is granted for exterior surfaces due to weather*). The owner must notify the building residents within fifteen (15) days of the completion of hazard activities.
6. LHA will consider the owner has complied with the lead reduction activities as prescribed by the risk assessor when the public health department certifies the hazard reduction is completed and a copy of the clearance examination findings and a signed and completed Lead Based Paint Owner's Certification form is provided to LHA.

E. Owner Responsibilities:

1. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease and attach disclosure form to the lease.
2. The owner must provide all prospective families with a copy of "Protect Your Family From Lead In Your Home" pamphlet or EPA-approved alternative.
3. Perform paint stabilization using safe work practices according to HUD guidelines.
4. Notify tenants about the conduct of lead hazard reduction activities and clearance when required.
5. Conduct lead hazard reduction activities when required by LHA.
6. Obtain clearance examination on at own expense.
7. Provide LHA a copy of the clearance examination findings and signed and completed Lead Based Paint Owner's certification.
8. Perform ongoing maintenance.

Ongoing maintenance is a visual assessment by the owner for deteriorated paint and failure of any hazard reduction measures at each tenant change and every twelve (12) months of continued occupancy. A **written notice** must be provided by the owner to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address and telephone number of the person responsible for accepting the occupant's complaint.

F. LHA Responsibilities:

1. Keep a record of the disclosure in the tenant file.
2. Provide a copy of the pamphlet "Protect Your Family From Lead In Your Home" or EPA alternative at the tenant briefing.
3. With a trained inspector, conduct visual assessments at each initial and annual inspection on pre-1978 units that will be or are occupied by children under age six (6).
4. Obtain findings of clearance examination and a signed owners certification from the owners for all required paint stabilization or hazard reduction activities prior to passing HQS inspections.
5. Make notation in the "notes" section of the inspectors' rent reasonableness computer software on all units cited for lead-based paint violations requiring a clearance examination and signed Lead Based Paint Owner's Certification prior to passing HQS even if the household does not have children under age six (6).
6. Attempt to obtain names and addresses of children under age six (6) with an identified EIBLL from the public health department and match with families on the program. **If match occurs**, LHA will follow the procedure of notifying the owners and conduct a risk assessment within fifteen (15) days.
7. LHA will report at least quarterly to the public health department a list of addresses of units occupied by children under age six (6) unless the public health department indicates otherwise.
8. Maintain a tracking report for all children with EIBLL until the child reaches age six (6).
9. All records shall be kept for three (3) years.

G. Exterior Extensions from October 1 through April 30.

LHA will not require clearance examinations and owner certifications until May 31st for property inspected from October 1st through April 30th and cited for a HQS violation for exterior paint issues .

1. Owners will be sent notification to contact LHA by May 1st if they plan to meet the exterior paint HQS requirements.
2. Tenants will be given the option to search for a new unit on May 1st if the Owner fails to respond or indicates they do not intend to comply with the Lead Based Paint HQS requirements.

Section XIII.
Rent Reasonableness & Rent Increases
(24 CFR 982.305 and 982.507)

- A. Rent Reasonableness:** Rent Reasonableness will be determined by the Inspections Department utilizing a base rent and amenities appraisal of comparable unassisted units. The base rent plus or minus the amenities plus owner paid utilities determines the reasonable rent.

Accessible Units: Approve higher rents to owners necessary for the provision of accessible units and structural modifications for persons with disabilities.

1. **Base Rent:** Base rent will be reviewed annually and is divided into the following seven (7) categories:

- (a) New, nice apartments and 60's built duplexes
- (b) Built duplexes
- (c) Nice older apartments and converted apartments
- (d) Older houses
- (e) Converted duplexes
- (f) Newer homes
- (g) Mobile homes

2. **Appraisal:** The following amenities and facilities are used to add or subtract dollar value:

- (a) Square footage
- (b) Age
- (c) Condition
- (d) Location- A dollar value will be added for areas outside of the poverty and minority concentrated census tract areas to promote de-concentration.
- (e) Dishwasher
- (f) Disposal
- (g) Microwave
- (h) Window A/C
- (i) Central air
- (j) Range
- (k) Refrigerator
- (l) Washer/Dryer hookups
- (m) Washer/Dryer
- (n) Extra bathroom (1/2, 3/4 or full)
- (o) Balcony/deck/patio
- (p) Fireplace/stove
- (q) Security building
- (r) Pool
- (s) Clubhouse
- (t) Cable TV
- (u) Basement finished/unfinished
- (v) Bedroom attic/basement
- (w) Storage closet/cage

- (x) Shed
- (y) Garage
- (z) Garden level or basement apt.
- (aa) No off street parking
- (bb) Unit not clean
- (cc) Carpet not shampooed
- (dd) Paint- not new or good

B. Rent Increases: The owner may **not** request a rent increase prior to the expiration of the first term of the lease. Rent Increases may become effective with a 60-day notice to the family and a copy to LHA. All rent increases are subject to LHA approval pursuant to rent reasonableness standards and HUD regulations.

Moderate Rehabilitation Program: LHA will process rent increases on an annual basis at the time of renewal of the contract according to HUD regulations.

- C. Rent Decreases:** LHA will provide the owner and participant with a 60 day notice when it is determined through a rent reasonableness appraisal the contract rents must be reduced.
- D. Multi Unit Comparables:** If the contract rent can not be met by LHA's appraisal system then LHA will consider recent comparable unassisted leases within the same Apartment complex and same bedroom size. Leases for college students or short term leases would not be considered comparable.
- E. Single Dwelling Unit Comparables:** If the contract rent can not be met by LHA's appraisal system then LHA will consider recent rent comparisons available to lease or leased on the open market. Three comparisons must be provided considering bedroom size, unit type, location, quality and age of the unit.

Section XIV.
PORTABILITY OF VOUCHERS
24 CFR 982.353 - 982.355

Portability Responsibilities and Requirements:

1. **Information:** Each voucher holder with an unexpired voucher will be advised of the portability option during the briefing and re-examination sessions.
2. **Residence outside LHA jurisdiction:** The participant must initially lease a unit located in LHA jurisdiction for 12 months before becoming eligible for portability if neither the head of household or spouse reside in the jurisdiction of LHA at the time the application is submitted. VASH vouchers are excluded from this policy.

3. **Port Out:**

Effective July 1, 1999, Moving to Work voucher participants will not be allowed to port out unless the family requests and is granted an exception to this rule for a reasonable accommodation for a disability, employment, education, safety or a medical need. The need for the reasonable accommodation must be verifiable.

Vouchers who are granted exceptions can be ported across state lines. When a participant is eligible to port out of LHA jurisdiction, LHA will complete Part I of the HUD form 52665 and attach copies of the participant's voucher, current form 50058 and income verifications. HUD form 52665 and the required copies will be forwarded to the receiving PHA. The receiving PHA completes the applicable portions of Part II of the HUD form 52665 and returns it to LHA (the initial PHA).

Port-outs over LHA payment standard: If LHA is unable to utilize all allocated vouchers due to insufficient funding, LHA will not permit the participant to port-out to housing authorities whose payment standard exceeds the LHA payment standard and will not absorb the LHA voucher.

VASH vouchers: HUD-VASH participant families may only reside in those jurisdictional area that are accessible to case management services as determined by the partnering VAMC.

4. **Port In:** LHA will operate in a cooperative and reciprocal manner with all established Housing Authorities in the portability feature. LHA will attempt to issue a voucher when a notification is received from another PHA that a voucher holder wishes to move to Lincoln, Nebraska. However, if funding is not available the issuing PHA will be notified their voucher will be used. LHA will notify initial authorities when a voucher has not been leased up prior to the expiration date of the voucher.

Port in voucher will be required to complete an application, interview and subject to verification process and criminal history checks prior to receiving their voucher.

Section XV.
Transfer of Rental Assistance

Families are initially required to enter into a minimum of a twelve (12) month lease with an owner. If the family wishes to move during the middle of the initial lease term, a voucher will not be issued to transfer unless the family and the owner have signed a statement mutually terminating the initial lease agreement. Families will be allowed to transfer only once during any one-year period. Exceptions may be granted by a supervisor or manager for families who are "fleeing for their safety", or have a serious medical condition which requires relocation. A one-time exception is granted for a second mutual termination if the family has completed the Nebraska RentWise educational series prior to the voucher issuance for a transfer request.

A criminal history check will be completed on all adult household members and a proper written 30 day notice must be provided to LHA and landlord prior to the issuance of a transfer voucher.

A. Approval to move to a new unit:

A family may move to a new unit with continued tenant-based assistance if:

1. The HAP contract has been terminated for owner breach; or
2. The lease has terminated by mutual agreement.; or
3. The owner has requested and received approval of the opt-out requirement for business or economic reasons, after the first year of the initial lease.; or
4. After the first year, the tenant has given a 30 day notice of lease termination
An exception is given for the mutual termination requirement when a participant provides verification they are involved a domestic violence situation which involves serious endangerment.

5. Information provided to owners:

To assist the owners with the placement of LHA assisted tenants, LHA will respond to a potential landlord's written request for information on past tenancy. LHA will provide the following information to owners upon request:

1. Family's current address as shown in LHA records.
2. Name and address of current and prior landlords.
3. Factual tenant history on file.

6. Overlapping Subsidized Payments:

1. **Transfers with Section 8 vouchers:** At the receiving owner's request, LHA will allow seven (7) days of overlapping on Section 8 voucher assistance to assist a tenant during a move. Overlapping will not be allowed if the tenant does not provide a 30 day notice to the owner unless the owner agrees to mutually terminate.
Note: If a tenant is transferring units with the same owner, overlapping will not be allowed.
2. **Canceling Section 8 vouchers to move to Public Housing:** LHA will allow seven (7) days of overlapping on Section 8 voucher assistance to assist a tenant to move into Public Housing.

Section XVI. Collections

In the interest of sound fiscal management and program integrity, LHA will make every effort to collect amounts owed to the agency as a result of unreported information or amounts paid to owners during the Section 8 certificate program on behalf of participants for unpaid rent, vacancy or damage claims. The following procedure will be followed to ensure maximum collection of applicant/participant debt.

- A. Applicant:** Applicants will not be admitted to the voucher or Mod Rehab program until all debt owed to LHA or another PHA have been paid or a repayment agreement has been signed and payments are being made as agreed.

In order to be placed on the waiting list an applicant must:

- A. Have no debt with other PHAs or other federally subsidized housing programs.
- B. If no repayment agreement was established for debts owed to LHA then a repayment agreement must be signed; and
- C. All LHA repayment agreements must be in current status.
- D. All debt incurred due to fraudulent actions with LHA must be repaid in full prior to admittance to the waiting list.

Vouchers will not be issued until all repayments are in current status. If an applicant with a federal preference reaches the top of the waiting list before their repayment agreement becomes effective, they will be required to pay LHA at least one payment prior to receiving a voucher or mod rehab unit.

- B. Participants:** Participants in the voucher or Mod Rehab program must agree to pay back any amounts owed LHA and stay current with their payments to avoid jeopardizing their continued housing assistance. Continued housing assistance will not be permitted if a second repayment is determined to be needed with the same participant, thus the participant will be terminated for the program for fraudulent actions. These procedures will be followed for program participants who owe money to LHA for unreported information or damages:

- 1. A limited payback arrangement will be negotiated, once the housing subsidy overpayment or damages has been established. A repayment agreement will be executed based upon financial circumstances of the family, whenever possible and previous repayment history. An attempt will be made to ensure the full amount of the overpayment is reimbursed to LHA within 12 months of the date the repayment agreement was negotiated. A one-time revision to a current repayment may be negotiated during the term of the repayment. Every attempt will be made to limit the minimum monthly payment to no less than \$25.00 per agreement.

If a participant fails to sign a repayment agreement and/or does not provide make the initial payment by the agreed due date then a termination letter is sent providing a 30 day notice.

2. A participant who is delinquent two payments will receive a reminder notice (#1) to pay the past due amount within seven (7) calendar days or the entire balance is due at the end of the month. A warning will be included in the notice that failure to pay may result in termination.
 3. If the participant does not meet the request of the first "reminder notice":
 - (i) A second reminder notice (#2) is sent.
 - (ii) The second reminder will require the participant to pay the entire repayment balance in full or assistance will be terminated. This notice will be provided 30 days before the termination date and the right to an informal hearing.
 - (iii) Once the participant is terminated, reinstatement is not possible.
- C. Judicial Action:** LHA may pursue collection of all debt through the judicial system in order to secure judgement and enhance the potential for collection. This action will be taken on a case-by-case basis when it is deemed most prudent.
- D. Landlord Collections:** LHA will require owners who wish to participate in the Section 8 Housing Choice Voucher program to repay all debts owed to the program within a maximum of twelve (12) month period. In accordance with the HAP contract, LHA has the right to recover overpayments through deductions of any amounts due to the owner including amounts due under any other Section 8 assistance contracts).

Section XVII.
Special Purpose Housing

Special Purpose Housing (i.e. Independent Group Residence, mobile home parks and etc) as eligible under the Section 8 program, are eligible for occupancy under this Administrative plan. However, no separate waiting list for these specialized units will be maintained. Applicants interested in these specialized living accommodations must come through the program waiting list and request to be placed in a specific unit. Process for the specialized housing will be conducted on an exception basis in accordance with applicable regulation. LHA retains the right to allow any specialized housing for participation under the program.

Section XVIII. Family Self-Sufficiency

LHA operates a Family Self-Sufficiency (FSS) program in accordance with HUD regulations and a LHA Public Housing and Section 8 Action Plan for Family Self-Sufficiency. This Action Plan has been developed and is periodically updated by the FSS Program Coordinating Committee. The Action Plan contains the following:

1. Family Demographics
2. Estimate of Participating Families
3. Eligible Families from other Self-Sufficiency programs
4. FSS Family Selection Procedures
5. Incentives to Encourage Participation
6. Outreach efforts
7. FSS Activities and Support Services
8. Method for Identification of Family Support Needs
9. Program Termination; Withholding of Services and Available Hearing Procedures.
10. Assurance of Non-Interference with the Rights on Non-participating Families
11. Timetable for Implementation
12. Certificate of Coordination
13. Optional Additional Information

Addendum

The Family Self-Sufficiency (FSS) Program will be operated in accordance with the principles of non-discrimination, reasonable accommodations, equal access, and confidentiality as provided in the Introduction to this Section 8 Administrative Plan. The FSS program will take the following steps to affirmatively further fair housing in the FSS Program.

1. The FSS coordinator position, when vacant, will be advertised widely in the community through newspaper publications, job postings at LHA locations and the LHA web site. In addition, announcements are sent to local colleges, human service agencies, vocational rehabilitation services, community action agencies, ethnic and multi-cultural centers, other housing authorities, senior employment agencies, and the Nebraska Job Service (internet posting), and Workforce Investment Board (One Stop Employment). Records are maintained by the Human Resource Manager.

2. The FSS program will be marketed to all eligible persons including persons with disabilities and persons with limited English proficiency through voucher briefings, display and distribution of program brochures, agency newsletters, and the agency video played on community access television. If the program experiences low enrollment, additional steps will be taken through direct mail and increased marketing in newsletters. Waiting list and participation records are maintained in agency databases.

Language interpretation services will be obtained for individuals with limited English proficiency. In addition, English proficiency is addressed in the FSS individual training and services plan and

progress is documented in the plan. The housing authority publishes a toll free number and maintains service through TDD (Telecommunication Device for Deaf).

3. The FSS program will be offered in accessible locations, including the applicant or participant's home, and communications will facilitate applications and services to person with disabilities. If reasonable accommodations are requested, they will be reviewed in a timely manner and, if determined to be reasonable, they will be implemented. Appropriate auxiliary aids will be furnished where necessary to afford an individual with handicaps an equal opportunity to participate in and enjoy the benefits of the FSS program. Waiting list and participation records are maintained in agency databases.

4. Through its voucher briefings, LHA provides all voucher participants with information on fair housing. All participants receive a brochure on Nebraska landlord-tenant law as well as the brochure "Fair Housing—It's Your Right" as well as other fair housing materials. Referrals will be made to the Lincoln Human Rights Commission for issues on fair housing and the Commission will give presentations on fair housing at voucher briefings. All voucher participants received HUD Form 903 Housing Discrimination Complaint form which includes contacts for the HUD Fair Housing Enforcement Centers and the Fair Housing Complaint Hotline number.

5. As concerns or questions of fair housing are discussed during case management, FSS coordinators will help remedy discrimination in housing by providing FSS participants with resource materials and referrals to the Lincoln Commission on Human Rights (LCHR). LCHR is the primary City Agency that has responsibility for the remedy of discrimination complaints brought by individuals. FSS coordinators will also assist any participant with completion of housing discrimination complaint forms. This information will be recorded in case management notes.

6. For those FSS participants who have a goal of home ownership, LHA offers a program component on home ownership and works closely with the NeighborWorks program and their home buyer education program. The housing authority works with over 1,200 landlords in the voucher program and regularly adds new landlords to expand housing choice to program participants. The housing authority participates in the Moving to Work Demonstration which has as one of its three primary goals to increase housing choices for low income families. The housing authority owns or manages over 1,000 housing units where vouchers are accepted. This includes over 300 housing units developed by the housing authority to expand housing choice for voucher participants

The City of Lincoln and Lincoln Housing Authority work together to affirmatively further fair housing. The City of Lincoln developed a plan from its Analysis of Impediments to Fair Housing. The City of Lincoln will partner with enforcement agencies, fair housing advocates, and lenders to curb predatory lending practices through enacting appropriate legislation and/or providing continuing education. They will work with enforcement agencies, realtors, and lenders to assist in implementing a voluntary self-testing program to identify and correct discriminatory practices and policies that disparately impact protected classes in the home buying process. The City will also explore and implement innovative means to increase opportunities for home ownership for immigrants, refugees, persons who are racial and/or ethnic minorities, and other under served persons.

The City of Lincoln also has a goal to improve and expand the collection and sharing of fair housing and affordable housing information across public and private entities, among housing industry entities, and within the public realm to improve understanding of fair housing laws, encourage reporting of violations, address existing and future housing needs, facilitate implementation of best practices, and reduce discrimination. The City will provide continuing education programs targeted toward housing industry professional, city staff, special needs subpopulations, clients, and the

general public. They will continue to hold an annual fair housing conference, tailoring the program to meet the informational needs of different segments/sectors of the housing industry. They will also continue to hold additional informational sessions to improve understanding of needs of persons with disabilities, persons of other cultural and religious backgrounds, and persons who speak languages other than or in addition to English.

**SECTION XIX.
TERMINATIONS/DENIALS**

- A. Denial of Assistance for an Applicant:** Denial of assistance for an applicant includes denying an applicant to be placed on the waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures [982.552 (2)].
- B. Termination of Assistance for a Participant:** Termination of assistance for a participant includes refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, denial of a new voucher and refusing to process or provide assistance under portability procedures [982.552 (3)].
- C. Causes for Termination or Denial** [982.551, 982.552, 982.553]

Violence Against Women Act of 2005 exception to a Termination or Denial:

LHA will not deny participation or admission to the program on the basis of a person's victim status, if the person otherwise qualifies for admission or a continuation of assistance. LHA will follow the policies and requirements as stated in the Violence against Women Act of 2005 and as stated in the Tenancy Addendum under "Protections for Victims of Abuse".

Causes for Termination or Denial:

The following are reasons LHA will deny an applicant or terminate a participants' program assistance:

1. **Evictions:** An applicant or participant may not reapply for one (1) year from the date of termination from the assisted housing program.
 - (a) Family is evicted from subsidized housing.
 - (b) If any family member has been evicted from federally-assisted housing.
2. **Failure to Cooperate:** If any member of the family fails to cooperate with determining eligibility including failing to sign and submit consent forms for obtaining information. LHA will request in writing the necessary documentation or action a minimum of two (2) times before applicant is denied or participant is terminated. The applicant or participant may reapply for the program at any time as long as the family member cooperate with LHA to obtain the previous requested information.
3. **Citizenship:** If a family member fails to certify citizenship, eligible immigration status or sign the non-contending form. LHA will request in writing the necessary documentation or action a minimum of two (2) times before applicant is denied or participant is terminated. The applicant or participant may reapply at anytime.
4. **Fraud:** Any family member has committed fraud, bribery or any other corrupt criminal act in connection with any Federal housing program. The applicant will be denied rental assistance for three years from the date of termination action.

The participant/applicant must cooperate with the Program Integrity program to assist with obtaining accurate information to determine program eligibility. Should the participant fail to cooperate in obtaining the requested information, the household would be terminated and could not reapply for assistance until cooperation with the Program Integrity is satisfied.

All debt incurred due to fraudulent actions with LHA must be repaid in full prior to admittance to the waiting list.

5. **Violation of family obligations:** The family must meet all family obligations as defined by HUD in 24 CFR 982.551. The participant will be terminated from the program and may not reapply for one (1) year from the date of termination. The applicant/participant may reapply immediately after termination for those family obligation violations indicated with an asterisk (*).

Violation of any of these family obligations will cause termination:

- (a) Failure to supply the required information.(*)
- (b) HQS breached by the family. Examples include but are not limited to:
 - (i) Participant fails to pay for any **utilities** the owner is not required to pay. Participants will be given a 24 hour notice to restore utilities. They may also be issued a 48 or 72 hour notice for non-compliance with HQS at the inspector's discretion.
 - (ii) Participants fail to maintain any **appliances** the owner is not required to provide. Participants will be given a 24 hour notice to restore appliances. They may also be issued a 48 or 72 hour notice for non-compliance with HQS at the inspector's discretion.
 - (iii) Any household member or guest damages beyond ordinary wear and tear. Participants will be given a 30 day notice to repair defects. Extensions may be granted upon request.
- (c) Violation of lease. Family has committed any serious or repeated violations of the lease. Examples include but are not limited to:
 - (i) Participant's owner refuses to sign a mutual release from the lease.
 - (ii) Eviction established through legal process.
 - (iii) Failure to provide written notification to LHA before vacating the unit or terminating the lease.
- (d) Failure to provide LHA or owner notice of move or lease termination.
- (e) Failure to allow LHA to complete an inspection. After two notices have been sent requesting an inspection at reasonable times, the participant will be sent a final notice of termination. If the participant does not cooperate with the final notice by specified date, the participant will be terminated from the program and must

reapply.(*)

- (f) Using assisted unit for more than a family residence.
- (g) The dwelling unit is not used solely for residence of the participant and authorized household members. LHA will request the tenant to provide documentation the alleged unauthorized person(s) is/are residing in another unit. Examples of documentation can include rent receipts, leases and rental agreements. LHA may verify all persons receiving mail at the address in question.

Unauthorized individual is defined as an individual living in the unit, other than those listed on the lease or application. This includes any person who is not named on the lease and lives and/or stays with the participant one or more nights per week on a repetitive basis.

- (h) The unit is not the participant's principle place of residence. If LHA suspects the participant family is not using the unit as the principle residence the landlord may be requested to verify the participant is residing in the unit.
- (i) If the sole household member is absent from the unit in excess of 30 days without prior written approval of LHA, the unit will be considered abandoned and participant without reasonable explanation is terminated from the program. With reasonable explanation such as a medical need, LHA can consider an additional 150 days. *
- (j) If the head of household's vacation or incarceration remains longer than 60 days as it is not considered a reasonable cause for being absent from the unit. *
- (k) Failure to notify and obtain written approval from LHA to add a person to the unit. Written notification shall be provided to LHA of the birth, adoption or court-awarded custody of a child or obtain written LHA approval to add any family member as an occupant of the unit. The landlord must also agree to add the person to the lease.
- (l) Subleasing or subletting the assisted unit.
- (m) Assigning or transferring the assisted unit.
- (n) Not living in the assisted unit or providing the required documentation to resolve any discrepancies in reported absence(s) from the unit.
- (o) A family member owns or has an interest in his/her subsidized unit other than in a manufactured home assisted under Subpart F or 24 CFR Part 882. Example: If a participant owns a trailer house on a rented lot only the lot rent is subsidized.

6. **Owes:** If the family owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act the applicant/participant will be denied/terminated according to the following guidelines.

- A. **Family owes money to LHA** - The applicant/participant will be denied/terminated from the program if the applicant 1) refuses to establish a repayment agreement on money owed to LHA or 2) fails to make consecutive payments on an executed repayment agreement.

Note: Participants will be encouraged to pay amounts owed to LHA within one (1) year.

- B. **Family owes money to another PHA or any other Federal housing programs-**

- (i) The **applicant** will be denied from the program until all money owed is repaid to the PHA or other Federal Housing programs.
- (ii) The **participant** will be terminated if they fail to repay the other PHA or Federal Housing program within the specified period.

Examples may include, but are not limited to the following:

- (i) if the family breaches a repayment agreement with any PHA owed.
- (ii) If the family member has not reimbursed the PHA for amounts paid to the owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease.

7. Drug related criminal activity, violent or other criminal activity:

LHA policy for drug-related criminal activity, violent or other criminal activity, and alcohol abuse by applicants or assisted households, their guests, and other persons under the tenant's control.

The receipt of rental assistance under the Section 8 Housing Choice Voucher program is a privilege. The number of households participating in the Section 8 program is limited by the amount of federal housing assistance approved each year by Congress. Not every low-income household which qualifies for and needs assistance will receive assistance. Because the amount of assistance is limited in comparison to the need for assistance, the policy of the Lincoln Housing Authority is to assist only those households or persons who have not recently committed drug-related crimes, violent or other criminal activity, or abuse in the use of alcohol.

(a) **Prohibited Admissions:**

The LHA prohibits admission to its assisted housing programs if the LHA has determined that any applicant or household member has engaged currently or during the past three (3) years in: (1) criminal activity which may threaten the health and safety or right of peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; (2) drug-related criminal activity; (3) alcohol abuse; or (4) violent criminal activity. To enforce this policy, the LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and media reports, and past housing experiences to determine whether a household will be denied admission to the Section 8 program waiting list.

The following households or persons will be prohibited admission to the Section 8 Housing Choice Voucher waiting list and program in accordance with the U. S. Department of Housing and Urban Development regulations:

- (i). Drug-Related Activities: The LHA prohibits admission to the Section 8 waiting list and program if any applicant or household member is currently engaged in or has engaged in any drug-related activity. A person is considered to be "currently engaged" if he or she has been arrested or convicted for drug-related activity within the past three (3) years. The LHA will not admit the applicant or members of the applicant's household to the Section 8 Voucher program for three (3) years after the completion of time served (including parole and probation), or after the assessed fine is paid. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaging in the illegal use of a controlled substance, and (b) the person has successfully completed an approved, supervised drug rehabilitation program, or the household member is currently participating in a supervised drug rehabilitation program, has participated for a minimum of thirty (30) days prior to the Section 8 application, and will continue to participate until the successful completion of the program. The applicant will be required to submit written evidence showing current successful participation or past successful completion of a supervised drug rehabilitation program. An applicant who is participating in a supervised drug rehabilitation program may stay on the Section 8 waiting list, and must successfully complete the program before a Section 8 Voucher will be issued to the household member.

A member of an applicant's household will be permanently prohibited from receiving federal assistance if the member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any housing assisted by the federal government.

LHA will prohibit admission to any applicant who has been evicted or terminated for drug-related criminal activity for Public Housing, Indian Housing, any Section 8 program or any other assisted housing program within the last three years.

- ii. Alcohol Abuse: The LHA prohibits admission to the Section 8 waiting list or program if any applicant or household member is currently engaged in, or has engaged in alcohol abuse which will or may threaten the health, safety, or right to peaceful enjoyment of the premises occupied by household members, other residents, or persons residing in the vicinity of the applicant or household members. A person is considered to be currently engaged if he or she has been convicted of an alcohol-related offense within the past three (3) years. The LHA will not admit the applicant's household members for three (3) years after the completion of sentence or payment of fines for an alcohol-related offense or the termination of housing assistance due to alcohol abuse. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaged in the abuse of alcohol and (b) has successfully completed a supervised alcohol rehabilitation program, or is currently participating in a supervised alcohol rehabilitation program, has participated in the program for a minimum of thirty (30) days prior to the Section 8 application, and will continue to participate successfully until the completion of the program. The applicant will be

required to submit written evidence to verify successful participation in or completion of a supervised alcohol rehabilitation program. An applicant who is participating in an alcohol rehabilitation program at the time of application must successfully complete the program before the LHA will give the household a Voucher or permission to move in with a currently-assisted family member.

- (iii) **Violent and Other Criminal Activity:** The LHA prohibits admission to the Section 8 program if an applicant or household member is currently engaged in or has engaged in violent criminal activity or other criminal activity which will or may threaten the health, safety or right to peaceful enjoyment of the premises occupied by household members, other residents or persons residing in the vicinity of the applicant or household members. The LHA will not admit the applicant or members of the applicant's household for three (3) years from completion of time served (including probation and parole) or payment of the assessed fine. The LHA will permanently prohibit admission to the Section 8 program if an applicant or any member of the applicant's household has a felony conviction for a sexual assault or any other sex-related offense. LHA will deem ineligible permanently any applicant who is subject to a lifetime registration requirement under any state sex offender registration program , or is in the State of Nebraska as a High Risk/Level Three sex offender. If an applicant or any member of the applicant's household has an extensive criminal history consisting of 20 or more arrests or convictions during a three-year period, the LHA will prohibit admission into the Section 8 program until the household member has an arrest-free record for three years after the last conviction.
- (iv) **Threats Towards LHA Workers/Agent:** Any applicant or other household member who makes threatening or abusive remarks or exhibits violent behavior towards any LHA employee or agent during the application and waiting list period will be removed from the waiting list and may not be admitted to the Section 8 program for three (3) years after the incident.

(b) **Termination of Assistance:**

The U.S. Department of Housing and Urban Development requires housing authorities to provide a written policy concerning when Section 8 housing assistance will be terminated for drug-related criminal activity, alcohol abuse, violent criminal activity, or other criminal activity. In determining whether to terminate a family or household member from the Section 8 program, the Lincoln Housing Authority will rely upon background checks of all household members including, but not limited to police reports, newspaper and other media reports, and past history with any housing authority or landlord. If the LHA proposes to terminate assistance for criminal activity as shown by a criminal record, the LHA will notify the household of the action it proposes to take and will provide the head of household with a copy of the criminal record. The LHA will give the household an opportunity to dispute the accuracy and relevance of that record in accordance with the hearing process set forth in 24 CFR 982.555.

The Lincoln Housing Authority will terminate the housing assistance of participants and other household members in accordance with HUD's rules and regulations, for the following conduct:

- (i) **Drug-Related Criminal Activity:** The sale or use of illicit drugs has

consequences that negatively affect the lives of family members, neighbors and the Lincoln community as a whole. The negative consequences include a strong correlation with acts of violence committed against innocent people, which damage the lives of families affected by drug use and effectively end the household's ability to become self-sufficient.

(a) The LHA will terminate Section 8 housing assistance for any family or household member who is currently engaged in or has engaged in any drug-related activity regardless of arrest or conviction status. LHA will terminate Section 8 housing assistance for any household or household member engaged in drug-related activity on or off the assisted premises. If the household member has been arrested for a drug-related criminal activity involving use or possession, but not production, manufacture, or sale, the family's housing assistance will not be terminated if the household member enters into a drug treatment program approved by the LHA within sixty (60) days of LHA's notification to the head of household of drug-related criminal activity. Failure to actively participate in or complete the drug treatment program successfully will result in termination of the Section 8 assistance for the entire household.

- The LHA will terminate Section 8 housing assistance for drug-related criminal activity in or near the participant's unit when the crime is committed by a guest or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called the law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in a drug-related criminal activity on or near the participant's residence, and (b) an arrest is made of the guest or other person under the participant's control without arresting or citing the participant or head of household.
- If an assisted adult household member contacts the law enforcement agency specifically about drug use or drug possession by other adult members of the household on or off the premises, the LHA will continue to provide Section 8 assistance if (a) the adult member arrested is removed from the premises and (b) the arrested household member is removed from the lease for the unit and barred from living with the family at the assisted address for a minimum of three (3) years. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
- If a minor household member (under age 19) is arrested for drug-related activity on or off of the premises, the LHA will terminate the household's Section 8 assistance unless the minor household member enrolls in a supervised drug treatment program approved by the LHA within sixty (60) days of LHA's notification to the head of household of drug-related criminal activity. The minor household member must successfully complete the drug treatment within the time prescribed by the treatment program. If the minor household member refuses to start or complete the drug treatment program, the minor household member must be removed from the assisted household for a minimum of three (3) years. To be readmitted into the household after the mandatory three-year separation, the minor household member must meet all admission requirements under LHA policies and HUD rules and regulations. If the head of household

refuses to remove the minor household member from the premises and lease, the household's housing assistance will be terminated.

- The LHA will permanently terminate Section 8 assistance if any household member has been convicted for the manufacture or production of methamphetamine on the premises of any federally-assisted housing unit. The household terminated for manufacture or production of methamphetamine will be subject to a lifetime prohibition from participation in any federal housing assistance program.

(ii) Alcohol Abuse: The LHA will terminate housing assistance if it determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for alcohol abuse, the household must wait three (3) years from the termination date before the household may reapply for Section 8 housing assistance. When the household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list.

(iii) Violent and Other Criminal Activity: The LHA will terminate housing assistance if it determines that any household member has engaged in any violent criminal activity or is currently engaged in other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for violent criminal activity or other criminal activity, the household must wait three (3) years from the completion of sentence or payment of fines to reapply for Section 8 housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list.

(iv) Sex Offenders: Any household member who has committed a felony sex offense will be terminated and subject to a lifetime prohibition from participation in the program. LHA will deem ineligible permanently from participation of the Section 8 programs for any individual who is subject to a lifetime registration requirement under any state sex offender registration program, or is in the State of Nebraska as a High Risk/Level Three sex offender.

(v) Threats Toward LHA Workers/Agents: Any household member who has engaged in or threatened abusive or violent behavior towards a LHA employee, contractor, subcontractor or agent will be terminated from the program and be ineligible to participate for three (3) years after the incident. At the end of the three (3) years, the household may reapply for Section 8 housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements of admission to the waiting list.

(c) Reporting by Head of Household of Drug-Related Activities, Alcohol Abuse or Other Criminal Activities.

The Lincoln Housing Authority will terminate the household's Section 8 rental assistance if the household has failed to fully list on its Section 8 application, or failed to fully list on its annual review Personal Declaration form, any household member's arrest for drug-related activities, alcohol abuse arrests, or other arrests for violent or other criminal activities.

- D. Continued Eligibility:** A participant's eligibility for housing assistance payments will continue until the Total Tenant Payment equals the gross rent under an existing contract. Termination of eligibility will not affect the participant's other rights and obligations under the lease. Housing Assistance Payments may be resumed if the gross rent becomes more than the Total Tenant Payment as a result of a change (i.e. rent , income and etc.) during the term of the contract. If six (6) months elapses without a Housing Assistance payment then the contract will be terminated. Should a voucher participant transfer to a new unit, eligibility will be redetermined and if it is determined that a HAP contract can not be executed because the participant's TTP equals or exceeds the gross rent or the payment standard then the voucher will be terminated and the participant is ineligible for continued assistance.
- E. Insufficient funds:** Should program funding be insufficient to support continued housing assistance for the current Housing Choice Voucher participants the following procedures have been established in hierarchal order until funding is deemed sufficient:
1. **Vouchers searching:** All participants at admissions who are searching for a unit will be re-instated to the waiting list according to time and date of their original application and the voucher will be revoked immediately.
 2. **Port-outs over LHA payment standard:** All participants ported out of the LHA jurisdiction whose payment standard is above LHA's current payment standard will be terminated from the program.
 3. **Delinquent repayments:** All participants with delinquent payment status will be terminated.
 4. **Single/Couples:** Any household without children and contain no disabled or elderly household members will be terminated
 5. **HAP Payments \$100 or less:** All participants whose housing assistance payments are \$100 or less. Their housing assistance will be terminated and they will be returned to the waiting list according to the date and time of their original application. The order of selection in this category will be the lowest HAP are to be removed first. If the HAP amounts are equal in the selection process, the participant with the most recent admission date would be terminated first.
 6. **Most current admission dates:** Participants with the most current admission dates would be terminated from the program. The participant would be returned to the waiting list according to the time and date of their original application.

Section XX.
Hearing Procedures
for
Applicants and Participants
(24 CFR 982.554, 982.55 and 982.158)

All Section 8 applicants have the right to request an informal review.

All Section 8 participants have the right to an informal hearing when LHA decision(s) may affect their status as a participant and the type and scope of benefits that are afforded to them under the Section 8 program. An informal hearing allows a participant an opportunity to present the participant's individual circumstances or personal hardship, which could reverse or modify LHA's initial decision.

Both informal reviews and informal hearings provide an opportunity to review LHA's initial proposed decision(s) for compliance of HUD regulations and LHA policies. The hearing officer may reverse, modify or affirm with or without conditions, LHA's initial or proposed decision as long as the hearing officer's decision is not contrary to HUD regulations or requirements or otherwise contrary to federal, state and local law.

A. Exemptions from Informal Review or Hearing Procedures:

1. Discretionary administrative determinations;
2. General policy issues or class grievances;
3. Establishing or reviewing LHA utility allowances;
4. Extending or suspending a term of a voucher;
5. Approving a unit or owner's lease;
6. HQS determination on a unit;
7. HQS occupancy violations because of family size;
8. LHA's contractual right and remedies with an owner.

B. Notification

LHA will notify an applicant or participant in writing of a decision to deny eligibility for Section 8 assistance or waiting list. The written decision will afford the applicant the right to request an informal review and the participant the right to request an informal hearing within seven (7) calendar days from the date of the LHA written decision. In case where there is an active Housing Assistance Payment contract, LHA will provide an opportunity for an Informal Hearing before the actual termination of the housing assistance payments.

In denying admission for criminal activity, LHA must provide the applicant with a copy of the criminal record before the informal review.

All requests for an informal review/hearing must be made in writing within seven (7) calendar days from the date of the written decision.

The participant/applicant must bear the burden of proof for any claim of lost or undelivered mail. LHA will maintain all copies of correspondence in the applicant/participant's file. All reviews and hearings will be held at the LHA office located at 5700 R Street, Lincoln, Nebraska.

C. Hearing Officer

The hearing officer will be neither the person who made or approved the decision under review or a subordinate of such person. Hearing Officers may be LHA employees appointed by the Executive Director.

The Hearing Officer shall regulate the conduct of the hearing in accordance with LHA hearing procedures. The Hearing Officer shall conduct the hearing informally.

D. Informal Review Procedures:

1. An informal review will be convened within ten (10) business days from the date of the applicants written request.
2. The applicant may present oral or written arguments relative to the decision under review.
3. LHA will notify the applicant in writing of the results of the informal review within 10 business days after the informal review.
4. LHA's decision is final.

E. Informal Hearing Procedures:

1. LHA will schedule the Informal Hearing within ten (10) business days from the participant's written request. A written confirmation notice will be sent to the participant stating the date, time and location of the informal hearing. The confirmation notice will be sent to the participant's last known address.
2. The procedures for conducting the informal hearing will be mailed to the participant.
3. The voucher or Mod Rehab participant may, at the participant's own expense, be represented by a lawyer or other representative.
4. The informal hearing may be recorded or transcribed at the sole party who has arranged for the service.
5. The Hearing Officer will be responsible to conduct the hearing in accordance with the following guidelines:
 - a. LHA's representative will be given an opportunity to explain the LHA decision. LHA may present evidence and question witnesses.
 - b. The participant will have the opportunity to question any LHA witnesses.
 - c. The participant or participant's representative will have an opportunity to present his/her objections to the decision in question. Information related to only the specific LHA decision will be allowed at this hearing. The participant may present evidence or question witnesses at this time.
 - d. The participant may contact LHA before the informal hearing to examine any Housing Authority documents that are directly related to the hearing or receive more information on the basis of the violation(s). The participant may copy any

such document at the participant's expense. If LHA does not make the document available for examination upon the request of the participant, LHA may not rely on the document at the hearing.

- e. Only evidence submitted at or before the hearing will be considered by the Hearing Officer. After the hearing, the Hearing Officer will not perform any independent investigation based on statements made by the participant at the time of the hearing.
- f. Participants must provide credible verification of any statements at the time of the hearing. Verification of statements will not be considered after the hearing.
- g. All written documents submitted by the participant at the time of the hearing and were not signed by a person not in attendance at the hearing must be notarized. Contents of statements not notarized will not be considered by the Hearing Officer.
- h. LHA can help verify information before the Informal Hearing, but the request to verify information must be provided to LHA at least two (2) business days prior to the hearing. LHA is not required to call as witnesses those persons whose testimony would relate only to verification or non-verification of information provided by the participant.
- i. If unverified or uncorroborated documents, or statements, or oral testimony are presented at the informal hearing, the hearing officer will give the evidence the weight and credibility deemed appropriate.
- j. The participant may receive, upon request, at the hearing, copies of any written evidence or reports submitted by LHA to the Hearing Officer.
- k. The Hearing Officer will issue a written decision based on the original request for the informal hearing. The Hearing Officer may consider all applicable federal and state law, HUD rules and regulations and LHA rules and regulations as well as the record and evidence presented at the hearing. The Hearing Officer may reverse, modify, or affirm with or without conditions LHA's decision. The Hearing Officer will issue a written decision stating the reasons for the decision within thirty (30) calendar days of the informal hearing. A copy of the written decision shall be mailed to the participant within three (3) business days after the written and signed decision by the Hearing Officer.
- l. LHA shall not be bound by the Hearing Officer's decision when:
 - (i) LHA is not required to provide an opportunity for an informal hearing, or the matter exceeds the authority of the person conducting the hearing under these procedures.
 - (ii) The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state or local law.
 - (iii) If LHA determines it is not bound by the hearing decision, LHA will promptly notify the participant of the determination and the reasons for the

determination.

F. Reasonable accommodations:

LHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations or attendants. The participant must notify LHA within two business days of the hearing regarding the need for a reasonable accommodation.

Section XXI Homeless Program

The Homeless program began in May of 1998 to provide housing and continued supportive assistance to homeless families and individuals so as to stabilize the family and/or individual in order to encourage the passing of the family or individual through the need for rent and supportive assistance and to assist the family in breaking the cycle of homelessness.

Sixty-five (65) Housing Choice Vouchers are allocated to the Homeless Program with 55 vouchers serving families, disabled and elderly and 10 vouchers serving the single, non-elderly and non-disabled or two adults without children.

A Homeless Committee has been established with bylaws. The committee shall follow the bylaws and procedures established in the procedure guidance "Program and Case Management Information and Guidelines".

A separate waiting list is established for the 65 homeless vouchers.

- A. Placement on the Homeless Waiting list:** Applications are submitted to LHA by a Homeless Committee member and remain on the waiting list according to the date and time the application is received.
- B. Admission to the Homeless Voucher Program:** When the applicant's name arrives at the top of the waiting list, based on time and date of the application, the Homeless committee member (case manager) will conduct a pre-screening and case plan with goals with the applicant. The case manager will present the applicant and case plan to the Homeless Committee for approval as stated in the procedure guidance.
- C. Continued Assistance:** Participants of the Homeless program are able to continue participation for a maximum of five (5) years. The case manager will submit a request to the Homeless Committee to transfer the participant to the Housing Choice Voucher program when their case plan is completed.

The Homeless program is subject to the rules and regulations of the Housing Choice Voucher program , Moving to Work Agreement and the LHA Administrative Plan.

**Section XXII.
Project Based Vouchers**

Lincoln Housing Authority may set aside Section 8 Housing Choice Vouchers for Project- Based Housing assistance according to regulations cited in 24 CFR 983.

The number of vouchers converted to project based housing will be determined based on the housing and service needs within the LHA jurisdiction and the regulations cited in 24 CFR 983.

A request for proposal (RFP) will be advertised within the community as the need for project based assistance is identified for the area. Projects will be selected following an application process that requires a commitment to construct a new building or rehabilitate an existing one. Selection criteria for project based voucher applications will be developed by LHA prior to the advertisement of the RFP. LHA will create a selection committee and scoring process to select the most qualified and appropriate application. Rent Subsidy contracts are available up to five (5) years with possibility of extensions.

LHA may opt to have a separate waiting list for the project based vouchers and could determine a preference selection from the waiting list for disabled and/or elderly households needing a specific service to maintain their housing.

Project Based Housing units must meet HQS standards and be considered Rent Reasonable. Rents can not exceed 110% of the Fair Market rent or the Rent Reasonableness test.

Project Based Housing participants are bound by the same rules and regulations as a Housing Choice Voucher participant unless otherwise stated in 24 CFR 983 or this Administrative Plan.

**Section XXIII.
Mainstream Housing Opportunities for Persons with Disabilities program**

Effective August 1, 2006, Lincoln Housing Authority was awarded funding for twenty (20) vouchers to be utilized by eligible disabled families as defined in 42 U.S.C. 423. Applicants meeting the "disabled" criteria will be selected from the waiting list based on date and time of the application and if the household meets any of the local preferences.

The first twenty (20) applicants meeting the disability requirements will be selected from the HCV waiting list to determine eligibility for admission to the program.

Lincoln Housing Authority will operate the Mainstream Housing program by following the policy sent forth in accordance with HUD regulations and requirements governing the Housing Choice Voucher Program, the policy established by LHA's current Administrative Plan and Moving-to-Work agreement and as identified within the Mainstream Program Operating Plan.

Veterans Affairs Supportive Housing (VASH) voucher program Section XXIV.

The HUD-VASH program combines HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs Medical Centers (VAMC). 35 rental vouchers were awarded for Lincoln Housing Authority to administer.

LHA's Administrative Plan policies apply to HUD-VASH vouchers unless the local policy conflicts with the requirements HUD-VASH requirements identified in Federal Register notices. Currently FR-5213-N-01 cites the HUD -VASH program requirements.

- A. Admissions:** The VAMC will refer participants to LHA for eligibility determination for the issuance of a voucher. LHA does not have the authority to maintain a waiting list or apply local preferences for the VASH voucher program. VAMC will screen all families. LHA relinquishes its authority to determine the eligibility of families in accordance to the regular HCV program rules and LHA policies. LHA does not have the authority to screen families or deny assistance for any grounds permitted under 24 CFR 982.552 and 982.553, with one exception. LHA is still required to prohibit admission if any family member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- B. Income Eligibility:** LHA will determine income eligibility for families in accordance to 24 CFR 982.201. Income targeting requirements do not apply.
- C. Voucher Issuance:** The initial search term of the vouchers is 120 days. Any extensions will follow the HCV Administrative Plan policy.
- D. Initial Lease Terms:** The initial lease term may be established for less than 12 months.
- E. Ineligible Housing:** HUD-VASH families are permitted to live on the grounds of a VAMC in units owned by the VA.
- F. Portability:** HUD-VASH participants must reside in jurisdictional areas that are accessible to case management services as determined by partnering VAMC.
- G. Case Management:** As a condition of rental assistance the HUD- VASH family must receive case management services from the VAMC. Failure to participate, without good cause, in case management will result in termination of HUD-VASH voucher assistance as verified by VAMC. However, if the VAMC determines the family no longer requires case management service the family will be offered continued HCV assistance and transferred to a Housing Choice Voucher, pending funding availability. To complete the voucher transfer an annual re-exam must be completed implementing the Moving to Work policies.

APPENDIX A GLOSSARY OF TERMS

Administrative Plan - The plan required by HUD for Public Housing and Section 8 Tenant-Based program administrators (Public Housing Agencies) that detail the administrator's policies and procedures.

Adjusted Income - Annual income, less allowable HUD and approved MTW deductions.

Anniversary Date - Twelve (12) months from the date of initial verification. The initial verification date is considered the date the original voucher was issued to the participant during admissions into the voucher program. The anniversary date is the first month following the month in which the family was initially verified (initial voucher was issued). Applicants admitted prior to January 1, 2009 anniversary dates were established in accordance to the date of the last HAP contracted thus their anniversary dates will remain as prior established until the end of their program participation. .

Annual Income - The anticipated total income from all sources received by family members (even if a member is temporarily absent) for the 12-month period following the effective date of initial admissions or re-examination. The following lists specifies income inclusions and exclusions.

Annual income includes, but is not limited to, the following:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and net income of any kind from real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by the Department of Housing and Urban Development (HUD).
4. The full amount received of periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, benefits for disability or death, and other similar types of periodic receipts. This includes a lump-sum payment for the delayed start of a periodic payment, except for SSI and Social Security.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. Welfare assistance payments, including General Assistance, Temporary Assistance to Needy Families, and Aid to Families with Dependent Children.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts, including amounts received from any person not residing in the dwelling.
8. All regular pay, special pay and allowances, (such as longevity, overseas duty, rental allowances,

allowances for dependents, etc.) 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 living in the dwelling.

9. **Minimum Earned Income.** The greater of the Minimum Earned Income or the actual earned income and/or State or Federal unemployment compensation benefits received by an adult household member will be included in accordance with the policy in the Income section of this document.

Annual income does not include:

1. Temporary, non-recurring, or sporadic income, including gifts.
2. Income from employment of children (including foster children) under the age of 18.
3. Payments received for the care of foster children or foster adults.
4. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal property losses. Lump-sum payments for delayed start of Social Security and SSI are also excluded.
5. Amounts received by the family, that are specifically for or in reimbursement of the cost of medical expenses for any family member.
6. Income of a Live-in Aide.
7. The full amount of student financial assistance paid directly to the student or the educational institution.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9.
 - (1) Amounts received under training programs funded by HUD;
 - (2) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS);
 - (3) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (4) A Resident Service Stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for LHA, on a part-time basis, that enhances the quality of life in public housing; or
 - (5) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the LHA;.
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Earnings in excess of \$480 for each full-time student under 22 years old (excluding the head of

household and spouse).

12. Adoption assistance payments in excess of \$480 per adopted child.
13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. The current exclusions include:
 - (1) Value of allotment provided to eligible households under the Food Stamp Act of 1977.
 - (2) Payments to volunteers under the Domestic Volunteer Services Act of 1973. Examples of programs under this Act include but are not limited to: the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program; National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
 - (3) Payments received under the Alaska Native Claims Settlement Act.
 - (4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
 - (5) Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
 - (6) Payments received under programs funded in whole or in part under the Job Training Partnership Act (JPTA).
 - (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 - (8) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
 - (9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
 - (10) Payments received from programs funded under Title V of the Older Americans Act of 1965. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb
 - (11) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation, M.D.L. No. 381. (E.D.N.Y.)
 - (12) Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785).

- (13) 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.
- (14) Earned Income Tax Credit Refunds received on or after January 1, 1991.
- (15) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- (16). Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- (17) 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
- (18) 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.
- (19) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

Applicable Payment Standard - The payment standard that applies to a given family, based on the family size and composition.

Assets - 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 investment, excluding interests in Indian trust land, and the equity in a housing cooperative unit or in a manufactured home in which the family resides. 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 Gross Income.) In determining Net Family Assets, LHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Assisted Tenant - A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistant Payments, or Section 8 assistance and all other 236 and BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

Calculated Voucher Payment - The lesser of the estimated voucher payment or the amount by which the gross rent exceeds the actual total tenant payment.

Child - A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses - Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care; and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen - Citizen/national of the United States.

Computer Matching Agreements - The agreements between HUD and the Internal Revenue Service (IRS) and the Social Security Administration (SSA) that allow the matching of data between each entities'

databases.

Continuously Assisted - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

Contract Rent - The rent HUD, a public housing agency (PHA) or Contract Administrator authorizes an owner to collect for a unit (not public housing) occupied by a family receiving rental assistance. In the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.

Contract Term - No definite date of termination is set forth in the contract. The contract continues until the lease terminates or for the term of the ACC , whichever occurs first.

Dating Violence- Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim or where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- the type of the relationship; and
- the frequency of interaction between the persons involved in the relationship.

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 is a full-time student under the age of 22.

Dilapidated Housing Unit - A housing unit is considered dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

Disabled Expenses Allowance- The amount anticipated to be paid out by the family for attendant care and/or auxiliary apparatus expenses that are necessary to enable a family member (including the disabled member) to be employed. The amount deducted shall be the lesser of the amount by which the total expenses for disable typed assistance exceeds 3% of the annual income or the employment or the employment income the adult members will earn because the assistance is available. For elderly families, the 3% of annual income is first deducted from disable expenses and any remainder is deducted from medical expenses. The expenses are not deducted if they are paid to a family member living in the household or if they are paid for or reimbursed by an outside source.

Disabled Person - A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423). Section 223 of the Social Security Act defines disability as:
 - a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - b. In case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness as defined in Section 416(l)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.
2. A person who has a physical, mental or emotional impairment that:
 - a. Is expected to be of long, continued and indefinite duration;

- b. Substantially impedes his or her ability to live independently; and
 - c. Is of such nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in Section 102(7) of the Development Disabilities Services Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)). Section 102 (7) of that Act defines developmental disabilities as:

A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition found by the Secretary of Health Education, and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

Discretionary Policies - Those instances in which HUD regulations do not specify the policies or activities a PHA must adopt, leaving the PHA the freedom to make its own choices.

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.

Domicile - The legal residence of the household head or spouse as determined in accordance with State and local law.

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

Drug-related criminal activity - The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)

Earned Income - Income from wages, tips, salaries, other employee compensation and any earnings from self-employment.

Effective Date - This date refers to an examination or re-examination (i) in the case of an examination for admission, the date of initial occupancy and (ii) in the case of re-examination of an existing tenant, the date the redetermined rent becomes effective.

Elderly Person - A person who is at least 62 years of age.

Eligible Immigration Status - An immigration status in one of the following categories:

1. A non-citizen lawfully admitted for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15) of the INA non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), who has been granted lawful temporary resident status);
2. A non-citizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for

permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

3. A non-citizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157)(refugee status); pursuant to the grant of asylum (which) has not been granted conditional entry under Section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
4. A non-citizen who is lawfully present in the United States as a result of an exercise of discretion by Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212 (d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
5. A non-citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 234(h) of the INA (8 U.S.C. 1253(h))(threat to life or freedom);
6. A non-citizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a)(amnesty granted under INA 245A).

Eligible Family - A family whom the HA has determined meets the criteria for receiving housing assistance. 'Family' as defined by the HA, approved by HUD, is listed elsewhere in the glossary.

Escrow Account - An interest bearing savings account established for a Family Self-Sufficiency participant. A credit of a portion of the rent increase, which is a result of earned income.

Estimated Voucher Payment - The amount by which the applicable payment standard exceeds 30% of the tenant income.

Exception Rent - In the voucher program, the HA may adopt a payment standard up to the exception rent limit approved by HUD.

Excess Rental Assistance - The difference between the amount of rental assistance received by a tenant based on reported income and the amount of rental assistance the tenant was entitled to receive.

Evidence of Eligible Immigration Status - The documents which must be submitted to establish citizenship or eligible immigration status.

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. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register annually.

Family Composition - A Family:

- (1) May be a single person or group of persons;
- (2) includes a family with a child or children;
- (3) 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;
- (4) A single person family may be:
 - (i) an elderly person,
 - (ii) a displaced person,
 - (iii) a disabled person,

- (iv) any other single person;
- (5) A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

Family Self-Sufficiency (FSS) - FSS is a program established by LHA to promote self-sufficiency among participants, including the provision of "supportive services" to these participants.

Family Rent Share- The portion of contract rent the tenant must pay.

Foster Care Payment - Payments to eligible households by state, local, or private agencies.

Fraud - Willful and intentional deception to obtain monies and/or services which the recipient would not normally be entitled.

Full-time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross Rent (total tenant rent) - The total monthly cost of housing an eligible family, which is the sum of the Contract Rent and any Utility Allowance for the assisted unit. In the case of rental of a manufactured home space only, Gross Rent also includes the Family's monthly payment to amortize the purchase price of the manufactured home.

HA - Housing Authority

Head of Household - The adult family member who is legally able to enter into a lease under state or local law, and in whose name the voucher is issued, and who is considered responsible for the payment of rent and held accountable for the actions, conduct and behavior of the Family.

Homeless Family - For selection preference purposes, and applicant is considered a Homeless Family if they:

1. Lack a fixed, regular and adequate nighttime residence; or
2. Have a primary nighttime residence that is:
 - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing);
 - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A Homeless Family does not include any individual imprisoned or otherwise detained pursuant to a Federal, State or local law.

Housing Assistance Payment (HAP) - The monthly assistance payment by the HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family's lease.
2. A payment to the family if the total assistance payment exceeds the rent to owner.

Housing Assistance Payment Contract (HAP Contract) - A written contract between the HA and an owner in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

Housing Quality Standards (HQS) - The HUD minimum quality standards for housing being assisted

under the voucher programs.

Housing Choice Voucher - A document issued by a HA declaring a Family to be eligible for participation in the Housing Voucher Program and stating the terms and conditions for the Family's participation.

HUD - The U.S. Department of Housing and Urban Development.

Immediate Family Member- A spouse, parent, brother or sister, or child of a victim or individual to whom the victim stands in the loco parent; or any other person living in the household of the victim and related to the victim by blood or marriage.

Income Limits - A schedule of incomes that do not exceed a percent of the median income for the area as determined by HUD with adjustments for smaller or larger Families, except that HUD may establish income limits higher or lower on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors.

Initial Lease Term - The initial term of the assisted lease. The initial lease term must be for at least one year.

Initial PHA - A HA administering a Section 8 increment to a Section 8 participant who desires to move or who has moved to another area.

Initial Verification Date- The initial verification date is considered the date the original voucher was issued to the participant during admissions into the voucher program.

USCIS - The U.S. Immigration and Naturalization Service.

Interim Re-certification Policy - The policy that determines when a tenant should report income increases. The policy also identifies if a PHA recalculates rental assistance and if so, when rental assistance will be increased.

Landlord - 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.

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 HA.

Lease Addendum - In the lease between the tenant and the owner, the lease language required by HUD.

LHA - Lincoln Housing Authority

Live-in Aide - A person who resides with an elderly, disabled or disabled person or persons and who (a) is determined by LHA to be essential to the care and well-being of the person; (b) is not obligated for support of the person; and (c) would not be living in the unit except to provide necessary supportive services and is not otherwise eligible for assistance.

Local Preference - see Preference

Long-term Housing: Housing that is sustainable, accessible, affordable and safe for the foreseeable future which:

- a person rents or owns;
- is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program;

- directly provided by PHA, is not time limited and the person meets eligibility requirements of the program.

Market Rent - HUD's determination of the rent, including utilities (except telephone), range and refrigerator, parking and all maintenance, management and other essential housing services, which would be required to obtain privately owned rental housing of modest design with suitable amenities in a particular market area.

Medical Expenses - Those medical expenses, including medical insurance premiums, that are anticipated to be paid by the elderly, disabled or disabled family during the period for which annual income is computed, and that are not covered by insurance.

Member of the Armed Forces - A person in the active Military or Naval Service of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard including people in public health services..

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 whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly Adjusted Income - One-twelfth of the annual income after allowances or adjusted income.

Monthly Income - One-twelfth of Annual Income.

Multifamily Tenant Characteristics System (MTCS) - HUD's tenant database for PIH programs.

National - A person who owes permanent allegiance to the United States.

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. In cases where a trust fund has been established and the trust is not revokable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as asset so long as the fund continues to be held in trust.

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

Overcrowded - Two or more families living together in one dwelling unit or a family living in a dwelling unit in which more than two persons must share a sleeping area as defined by HUD HQS standards.

Owner - Any person or entity having legal right to lease or sublease Decent, Safe, and Sanitary Housing.

Participant (Participant Family) - A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP Contract executed by the HA for the family (first day of initial lease term.)

Payment Standard - In the voucher program, an amount used by the HA to calculate the Housing assistance payment for a family. Each payment standard amount is based on the FMR. The HA adopts a payment standard for each bedroom size HA's jurisdiction. The payment standard for a family is the maximum monthly subsidy payment.

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

PHA - Public Housing Agency that administer's HUD's public housing and Section 8 tenant-based programs and some Section 8 project-based programs.

Portability - Renting a dwelling unit with Section 8 tenant based assistance outside the jurisdiction of the initial HA.

Preference - LHA will select families for participation in the Voucher and Mod Rehab program in accordance with the select preferences. All applicants who qualify for a preference will be offered a voucher or Mod Rehab unit before any family that does not qualify for a preference.

Premises - The building or complex in which the dwelling unit is located, including common areas and grounds.

Program Integrity - Addresses all areas dealing with fraud in public housing. Violation of rules determining eligibility can be programmatic or criminal.

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.

Reasonable Rent - A rent to an owner that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner for a comparable assisted or unassisted unit in the same building or premises.

Receiving PHA - An HA administering a Section 8 Housing Voucher Program that accepts a Housing Voucher holder from another HA.

Re-certification - Sometimes called re-examination. The process of securing documentation 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 /re-certifications. Annual re-certifications are completed at the minimum in accordance to the participant's anniversary date.

Remaining Member of Tenant Family - person left in assisted housing who may or may not qualify for assistance on own circumstances (i.e., widow age 47, not disable or disabled).

Repayment Agreement - Instrument used with an applicant or participant in the collection of monies paid to an individual or family who has indebtedness to LHA.

Security Deposit - A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of lease.

Section 8 Project-Based Programs - The rental assistance programs administered by either owners or agents and, in some instances, public housing agencies.

Section 8 Tenant-Based Programs - The rental assistance programs administered by public housing agencies in which tenants receive certificates or vouchers.

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

Shared Housing - A housing unit occupied by two or more families consisting of common space for shared use by the occupants of the units and separate private space for each assisted family.
Individual Lease Shared Housing - The type of shared housing in which the HA enters into a separate housing contract for each assisted family residing in a shared housing unit.

Single Person - A person who lives alone or intends to live alone, and who does not qualify as an elderly or displaced person, a person with disabilities, or (for continued occupancy) as the remaining member of a family.

Social Security Number (SSN) - The number assigned to a person by the Social Security Administration of the Department of Health and Human Services which identifies the record of the person's earnings that are reported to the Administration.

Special Admission - Admission of an applicant that is not on the HA waiting list, or without considering the applicant's waiting list position.

Spouse - Husband or wife of the Head of Household.

Stalking- To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; to place under surveillance with the intent to kill, injure, harass or intimidate the victim; in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of death of or serious bodily injury to the victim; or to cause substantial emotional harm to the victim, a member of the immediate family of the victim or spouse or intimate partner with the victim.

Subsidy Standards - Standards established by the HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sites and compositions.

Suspension - Stopping the clock on the term of a family's voucher, for such period as determined appropriate by the HA. For example, when a participant has filed a discrimination claim against a landlord under the protected class ordinance or when the HA is unable to inspect an available unit prior to the expiration of a voucher.

Targeted Housing Voucher - Circumstances in which HUD provides Voucher funding specifically for applicant families living in certain types of projects.

Tenant - The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Identifiers - The tenant's name, social security number and date of birth.

Tenant Rent - The amount payable monthly by the Family as rent to the owner.

Tenant History - LHA will provide by telephone upon request of a prospective landlord, the names, addresses, and phone numbers of a maximum of three previous landlords in the most recent three year period.

Terminally Ill - A person is considered terminally ill if the individual has a medical prognosis of life expectancy of 3 years or less.

TIV - Tenant income verification.

Total Tenant Payment (TTP) - Tenant Rent, plus the HA's estimate of the cost to the tenant of reasonable quantities of utilities, determined in accordance with the HA's schedule of allowances for such utilities, where such utilities are purchased by the tenant and not included in the Tenant Rent. Total Tenant Payment does not include charges for excess utility consumption and other miscellaneous charges. The Total Tenant Payment shall be calculated at the percentage allowed by federal law. (Does not apply to the Section 8 Voucher program.)

Transitional Housing - A special program designed to issue vouchers to homeless families residing in Lancaster County shelters.

Unauthorized Guest - A visitor of a participant family who stays overnight one or more nights per week on a repetitive basis. Unauthorized guests constitute lease and program violations subject to termination of family participation in Section 8 Voucher rental assistance.

Unreported Income - The difference between the amount of income a tenant reports and the amount of income a tenant is required to report (minus some exclusions).

Utility Allowance - An amount determined by the LHA as an allowance for the cost of utilities. Utilities include water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewer services. Telephone and TV cable are not included as a utility. This allowance is used when a family is responsible for the cost of some or all of the utilities. Included also is an amount for range and refrigerator if these must be provided by the tenant.

VASH- Veterans Affairs Supportive Housing

Verification - The confirmation of information with employers or financial institutions disclosed to LHA.

Very Low-Income Family - A lower income family whose annual gross income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Victim- Is a person who is the victim of domestic violence, dating violence, or stalking under The Violence Against Women Act of 2005 and who has timely and completely completed their Certification of Domestic Violence, Dating Violence and Stalking format as requested by LHA.

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.