

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



**MOVING TO WORK  
ANNUAL PLAN**

*Fiscal Year 2016-2017*

Public Hearing: December 10, 2015

Approval by Board of Commissioners: January 14, 2016

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Approved by HUD: \*

\*Dates will be inserted as activities are completed

**<THIS PAGE IS RESERVED FOR INSERTION OF  
HUD'S LETTER OF APPROVAL FOR THE MTW PLAN>**

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This Moving to Work (MTW) Annual Report 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 report are detailed in HUD Form 50900 (OMB Control Number: 2577-0216 Expiration Date: 05/31/2016)

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## **I. Introduction**

The Lincoln Housing Authority is one of a small number of housing authorities across the country participating in the U.S. Department of Housing and Urban Development (HUD) Moving to Work demonstration program. Originally authorized under the Omnibus Consolidated Rescissions and Appropriations Act of 1996, the MTW program offers public housing authorities the opportunity to design and test innovative, locally-designed housing and self-sufficiency strategies. The statutory goals of the MTW demonstration are:

- Reduce cost and achieve greater cost effectiveness in Federal expenditures
- Give incentives to families with children where the head of household is working, is seeking work, or is preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient; and
- Increase housing choices for low-income families.

Lincoln Housing Authority and HUD entered into a five-year MTW Agreement in May, 1999. This agreement was amended several times to extend the demonstration program. In 2008, a new Amended and Restated MTW Agreement was signed. This agreement extended the MTW demonstration at Lincoln Housing Authority until 2018. An agreement to further extend the MTW demonstration is currently being negotiated with HUD.

From the beginning of the demonstration, we have approached MTW reforms with the idea that some persons may always need to receive a basic level of housing assistance - due to age, disability, low wages or other reasons - and that the varying needs of those persons would be best served by maintaining a simplified income-based rent structure. We also understand that for a great many people, housing assistance can and should be a temporary step to greater self-sufficiency. By encouraging work and individual responsibility, we have achieved a high percentage of working families and a strong voucher turnover rate without implementing arbitrary time limits or unaffordable rent structures. In conjunction with an open waiting list and a strong preference system, this has allowed us to continue to issue new vouchers to many of the neediest persons in Lincoln, Nebraska.

Lincoln Housing Authority continues to be aware of the need to expand the supply of affordable housing in our community. Since the inception of MTW we have been able to leverage non-HUD sources to add additional rental units, mostly through the Low Income Housing Tax Credit Program. While these units do not receive deep subsidies, they have expanded the supply of affordable housing available to low and moderate income families and broadened the choice of available units to voucher holders.

The city of Lincoln and the state of Nebraska have been fortunate to have maintained low unemployment rates over the past several years. This has been an important factor in the Moving to Work Demonstration. The Nebraska Department of Labor reports the statewide unemployment rate in November 2015 was 2.9%. The national unemployment rate of the same period was 5.0%. The Lincoln Metropolitan Statistical Area (MSA) had an unemployment rate of 2.1%. The low unemployment rate is a positive sign for Lincoln and continued success of the housing authority's MTW initiatives. NOTE: Numbers above are preliminary estimates subject to revision.

Since beginning the Moving To Work program, Lincoln Housing Authority 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 traditional Section 8 Housing Choice Voucher program has been needlessly complicated for participants, landlords, and implementing staff. The complexity of the system results in several areas where errors occur with substantial frequency. Tenants are confused about deductions allowed and disallowed and how their portion of rent is determined. Landlords are frustrated by the amount of paperwork and complex rules and regulations that the landlord must follow to be paid. The complexity limits landlord participation. Lack of housing choices results when landlords refuse to participate.
- Continue to promote opportunities for tenant self-sufficiency either through education or meaningful work experience. The need for lower-income participants to complete their education and expand their work experiences will provide a solid base for continued success in their personal and family development.
- 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.

## Goals and Objectives

The Lincoln Housing Authority has a number of goals and specific objectives that are integral to our success as a Moving To Work housing authority. Many of 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 work-able participants to work or seek self-sufficiency through job training or education. Also provide disincentives to work-able 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. This also reduces the burden on tenants by requiring fewer meetings and fewer documents.
- 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.

### MTW INITIATIVES

For LHAs fiscal year 2016-2017, the housing authority will continue to implement the following MTW initiatives. These are described in detail in Section IV. Approved Activities:

#### Rent Reform Initiatives

- Interim Re-examinations
- Minimum Earned Income
- Rent Calculations at 27% with no deductions
- Rent Burden (Rent Choice) Capped at 50% (voucher only)
- Average Utility Allowances (voucher only)

#### Other Initiatives

- Income Eligibility
- Responsible Portability (voucher only)
- Biennial re-examinations for elderly and disabled households
- Housing choice voucher inspection waiver for properties where the annual or initial inspections are without deficiencies.
- Inspections and rent reasonableness regardless of ownership or management status
- Project-based Section 8 Units
- RentWise Tenant Education
- Resident Services Program at Crossroads House
- Landlord Incentive HAP

## II. General Housing Authority Operating Information

### II. A: Housing Stock Information

#### Planned New Public Housing Units to be Added During the Fiscal Year

AMP Name and Number	Bedroom Size						Total Units	Population Type *	# of UFAS Units	
	0	1	2	3	4	5			6+	Fully Accessible
AMP 1 Mahoney Manor	0	0	0	0	0	0	0	Elderly & Near Elderly (50+)	0	0
AMP 2 TKY and P30	0	0	0	0	0	0	0	General	0	0
AMP 4 F39 and A12	0	0	0	0	0	0	0	General	0	0
<b>Total Public Housing Units to be Added</b>							<b>0</b>			
* Select Population Type from: Elderly, Disabled, General, Elderly/Disabled, Other										
If Other, please describe: <b>Not Applicable</b>										

#### Planned Public Housing Units to be Removed During the Fiscal Year

PIC Dev. # / AMP and PIC Dev. Name	Number of Units to be Removed	Explanation for Removal
AMP 1 Mahoney Manor	0	Not Applicable
AMP 2 TKY and P30	0	Not Applicable
AMP 3 F39 and A12	0	Not Applicable
<b>Total Number of Units to be Removed</b>	<b>0</b>	

## New Housing Choice Vouchers to be Project-Based During the Fiscal Year

New Housing Choice Vouchers to be Project-Based During the Fiscal Year			
Property Name	Anticipated Number of New Vouchers to be Project-Based *	Description of Project	
To Be Selected	20	LHA has an ongoing plan to accept applications to project-base 20 vouchers to serve persons with disabilities. The project will be selected through an other competitive process and will have a separate, site-based waiting list.	
Crossroads House	3	LHA has completed the three year transition to project-based vouchers at Crossroads House which has 58 units in total. The 3 remaining units will be project-based upon occupancy by an eligible tenant.	
<b>Anticipated Total New Vouchers to be Project-Based</b>	<b>23</b>	Anticipated Total Number of Project-Based Vouchers Committed at the End of the Fiscal Year	<b>23</b>
		Anticipated Total Number of Project-Based Vouchers Leased Up or Issued to a Potential Tenant at the End of the Fiscal Year	<b>55</b>
<p>*New refers to tenant-based vouchers that are being project-based for the first time. The count should only include agreements in which a HAP agreement will be in place by the end of the year.</p>			

New NON MTW Housing Choice Vouchers to be Project-Based During the Fiscal Year			
Property Name	Anticipated Number of New Vouchers to be Project-Based *	Description of Project	
Victory Apartments Lincoln	70	LHA has been awarded 45 project-based VASH vouchers and plans to project-base an additional 25 tenant-based HUD VASH vouchers. The Agreement to enter into a Housing Assistance Program (AHAP) has been signed and construction is expected to be completed by October 1, 2017.	
<b>Anticipated Total New Non-MTW Vouchers to be Project-Based</b>	<b>70</b>	Anticipated Total Number of Non-MTW Project-Based Vouchers Committed at the End of the Fiscal Year	<b>70</b>
		Anticipated Total Number of Project-Based Vouchers Leased Up or Issued to a Potential Tenant at the End of the Fiscal Year	<b>0</b>
<p>*New refers to tenant-based vouchers that are being project-based for the first time. The count should only include agreements in which a HAP agreement will be in place by the end of the year.</p>			

## Other Changes to the Housing Stock Anticipated During the Fiscal Year

LHA is interested in developing additional low income housing tax credit properties due to the growing need for affordable housing in the area. LHA will continue to explore opportunities to acquire land for a new housing development. LHA has been notified that the owner of 10 Moderate Rehabilitation units will not renew the contract effective February 29, 2016. We anticipate receiving enhanced vouchers for these tenants.

Examples of the types of other changes can include but are not limited to units that are held off-line due to the relocation of residents, units that are off-line due to substantial rehabilitation and potential plans for acquiring units.

## General Description of All Planned Capital Fund Expenditures During the Plan Year

<b>PLANNED CAPITAL FUND EXPENDITURES FOR FY 2017</b>			
<i>AMP 1</i>	<i>Mahoney Manor - Replace Stoves</i>	\$	70,000.00
<i>AMP 1</i>	<i>Mahoney Manor - Replace Refridgerators</i>	\$	70,000.00
<i>AMP 1</i>	<i>Mahoney Manor - Security Cameras</i>	\$	60,000.00
<i>AMP 1</i>	<i>Mahoney Manor - Upper Floor Furnishings</i>	\$	38,088.27
<i>AMP 1</i>	<i>Mahoney Manor - Concrete Repairs</i>	\$	1,683.97
<i>AMP 2</i>	<i>Hansen - Replace Furnaces</i>	\$	123,059.00
<i>AMP 2</i>	<i>Pedersen - Attic Insulation</i>	\$	24,000.00
<i>AMP 2</i>	<i>Hall - Replace Air Conditioners</i>	\$	48,567.12
<i>AMP 2</i>	<i>Larson - Replace Air Conditioners</i>	\$	50,678.88
<i>AMP 2</i>	<i>Smoke/CO2 Detectors</i>	\$	23,840.00
<i>AMP 3</i>	<i>A-12 - Concrete Repairs</i>	\$	4,000.00
<i>AMP 3</i>	<i>F-39 - Replace Air Conditioners</i>	\$	14,000.00
<i>AMP 3</i>	<i>F-39 - Concrete Repairs</i>	\$	4,232.00
<i>AMP 3</i>	<i>Smoke/CO2 Detectors</i>	\$	8,160.00
<i>HA</i>	<i>Administration</i>	\$	43,579.00
<i>HA</i>	<i>Fees &amp; Costs</i>	\$	5,000.00
<i>HA</i>	<i>Capital Needs Assessments</i>	\$	75,000.00
		<b>\$</b>	<b>663,888.24</b>

## II. B. Leasing Information

### Planned Number of Households Served at the End of the Fiscal Year

MTW Households to be Served Through:	Planned Number of Households to be Served*	Planned Number of Unit Months Occupied/Leased***
Federal MTW Public Housing Units to be Leased	314	3,763
Federal MTW Voucher (HCV) Units to be Utilized	2,916	34,992
Number of Units to be Occupied/Leased through Local, Non-Traditional, MTW Funded, Property-Based Assistance Programs **	0	0
Number of Units to be Occupied/Leased through Local, Non-Traditional, MTW Funded, Tenant-Based Assistance Programs **	0	0
<b>Total Households Projected to be Served</b>	<b>3,230</b>	<b>38,755</b>
* Calculated by dividing the planned number of unit months occupied/leased by 12.		
** In instances when a local, non-traditional program provides a certain subsidy level but does not specify a number of units/households to be served, the PHA should estimate the number of households to be served.		
***Unit Months Occupied/Leased is the total number of months the PHA has leased/occupied units, according to unit category during the fiscal year.		

We are using the allocated number of vouchers for planning purposes; however, actual utilization will be based on funding. We are currently not being funded for our full allocation of vouchers. If the voucher program is funded based on cumulative HAP expenses during the 2015 calendar year, then actual voucher utilization in the fiscal year 2015-16 is estimated at 2,815 MTW vouchers per month. The public housing estimate is based on leasing 320 units with normal turnover and 98% average occupancy.

### Reporting Compliance with Statutory MTW Requirements

If the PHA has been out of compliance with any of the required statutory MTW requirements listed in Section II(C) of the Standard MTW Agreement, the PHA will provide a narrative discussion and a plan as to how it will return to compliance. If the PHA is currently in compliance, no discussion or reporting is necessary.

Lincoln Housing Authority is in compliance with the statutory MTW requirements.

**Description of any Anticipated Issues Related to Leasing of Public Housing, Housing Choice Vouchers and/or Local, Non-Traditional Units and Possible Solutions**

<b>Housing Program</b>	<b>Description of Anticipated Leasing Issues and Possible Solutions</b>
Public Housing	<p>Lincoln Housing Authority has 320 public housing units. We anticipate all 320 units will be leased with an average occupancy rate of 98% and an average unit turnaround rate of approximately 20 days per vacancy. Any vacant units are part of normal tenant turnover; we anticipate no extended vacancy issues. The typical turnover is usually 60 to 70 units per year, and we expect that level again in the coming year. We continue to see increased demands for higher levels of amenities. This makes it more difficult to rent some public housing units including some 0-bedroom units at Mahoney Manor. We have experienced increased turnover at Mahoney Manor for the past several years and more difficulty re-leasing apartments, which has contributed to longer unit turnover times.</p> <p>Mahoney Manor is a high-rise building constructed in 1972, and has some market obsolescence associated with its design. In particular, 63 of the 120 apartments are studio units. Many prospective tenants consider the studio units too small, and would prefer to have separate bedroom and living areas. The solid, reinforced concrete walls makes combining units unrealistic. For these reasons re-leasing these apartments will continue to be a challenge. In 2015 we completed major improvements to the common spaces in the building, including an addition to the first floor community room, a new maintenance garage, and redesigning the office space and front entrance lobby. The current level of funding for the Capital Fund Program will not support major alterations, and we used MTW reserve funds for this purpose utilizing MTW flexibility.</p> <p>The family Public Housing units consist entirely of single-family and duplex, scattered site homes. They are in good condition and blend-in well with the neighborhoods in which they are located. We anticipate that they will continue to be desirable rental units for families. There had been a multi-year trend of lower turnover in the family units; however, we believe this has changed as the economy and housing sales improve. It is reasonable to expect higher turnover after several years of decreased turnover. This is balanced by a very tight rental market and sharply increasing rents in the private market, which could continue to dampen turnover in the family public housing.</p>

<p>Housing Choice Voucher</p>	<p>As funding allows the HCV program will utilize up to 2,916 vouchers each month under the MTW program. Anticipated leasing issues are as follows.</p> <ul style="list-style-type: none"> <li>- The Lincoln rental market is tight with unit vacancy rates extremely low and rent rates continuing to increase at a significant rate. There was substantial increase in the 2015 Fair Market Rents ( FMR) for this area, between 6-11% . Landlords continue to report extremely low vacancy rates, therefore, allowing them to be “picky” with their tenant selection. Unfortunately, our voucher holders are often not selected by landlords in this type of rental market due to common undesirable tenant traits caused by living in poverty such as poor rental history or credit history. In addition, landlords are not interested in participating in the voucher program due to the extra paperwork burden and the unit maintenance requirements that landlords do not experience with an unsubsidized tenant.</li>   <li>- Rental application fees of \$25 or more, and the lack of tenant funds for security deposits continues to be a common leasing barrier for voucher holders. Many of the new voucher holders searching for rental units are paying at least 50-70% of their household income towards shelter expenses, so they can’t find ways to save enough money to pay the rental application fees or a security deposit to use their voucher. Lincoln Housing Authority manages a homeless deposit assistance program funded by the city of Lincoln HOME funds but this program only assists about 10% of our yearly new admissions. LHA continues to work in partnership with other human service agencies to promote tenant training through an established curriculum entitled “Nebraska RentWise”, see initiative 7 under Section IV.</li>   <li>- The 2015 FMRs for this area substantially increased in October 2015, therefore requiring us to significantly increase the program payment standards. Although we hope raising the payment standards will help improve the success of voucher leasing, it will also decrease the number of households we can serve. Unfortunately, the 2015 HAP budget allocation only supports leasing 2,707 households per month which is only 93% of the voucher unit authorization. Once payment standards are increased, our HAP expenditures will also increase in order to remain within 90-110% of the current FMR. Without a substantial increase in the 2016 HAP budget allocation, we will be forced in 2016 to reduce the number of households we serve to approximately 2,500 households or 86% of the voucher unit authorization. HUD’s method of funding HAP based on the previous year’s expenditures impedes on our mission to serve as many families as possible. The only thing that may prevent us from serving substantially fewer families will be our ability to use past year’s HAP reserves as MTW currently allows.</li> </ul>
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## II. C. Wait List Information

### Wait List Information Projected for the Beginning of the Fiscal Year

Housing Program(s) *	Wait List Type**	Number of Households on Wait List	Wait List Open, Partially Open or Closed***	Are There Plans to Open the Wait List During the Fiscal Year
Housing Choice Voucher	Community Wide	4,000	Open	Yes
Public Housing--Family	Community Wide	700	Open	Yes
Public Housing--Mahoney Manor	Site-Based	140	Open	Yes
Crossroads House-PBV	Site-Based	80	Open	Yes
<i>Rows for additional waiting lists may be added, if needed.</i>				
<p>* <i>Select Housing Program</i> : Federal MTW Public Housing Units; Federal MTW Housing Choice Voucher Program; Federal non-MTW Housing Choice Voucher Units; Tenant-Based Local, Non-Traditional MTW Housing Assistance Program; Project-Based Local, Non-Traditional MTW Housing Assistance Program; and Combined Tenant-Based and Project-Based Local, Non-Traditional MTW Housing Assistance Program.</p>				
<p>** <i>Select Wait List Types</i> : Community-Wide, Site-Based, Merged (Combined Public Housing or Voucher Wait List), Program Specific (Limited by HUD or Local PHA Rules to Certain Categories of Households which are Described in the Rules for Program Participation), None (If the Program is a New Wait List, Not an Existing Wait List), or Other (Please Provide a Brief Description of this Wait List Type).</p>				
<p>*** For Partially Open Wait Lists, provide a description of the populations for which the waiting list is open.</p>				
Not Applicable				
If Local, Non-Traditional Housing Program, please describe:				
Not Applicable				
If Other Wait List Type, please describe:				
Not Applicable				
If there are any changes to the organizational structure of the wait list or policy changes regarding the wait list, provide a narrative detailing these changes.				
Not Applicable				

### **III. Proposed MTW Activities**

No new initiatives are proposed for 2016-2017.

#### IV. Approved MTW Activities: HUD approval previously granted

##### A: IMPLEMENTED ACTIVITIES

<b>Rent Reform Initiatives</b>		
<b>Number</b>	<b>Description</b>	<b>Statutory Objective</b>
Rent Reform 1	Interim Re-examinations	-Cost Effectiveness -Self-Sufficiency
Rent Reform 2	Minimum Earned Income	-Self-Sufficiency
Rent Reform 3	Rent Calculations	-Cost Effectiveness
Rent Reform 4	Rent Burden (Rent Choice)	-Housing Choice
Rent Reform 5	Average Utility Allowances	-Cost Effectiveness
Rent Reform 6	Biennial Re-Examinations	-Cost Effectiveness
<b>Other Initiatives</b>		
Initiative 1	Income Eligibility	-Cost Effectiveness
Initiative 2	Responsible Portability	-Cost Effectiveness
Initiative 3	Initiative 3 moved to Rent Reform 6 at HUD's request.	
Initiative 4	HQS Inspections Waiver	-Cost Effectiveness
Initiative 5	Inspections & Rent Reasonableness Determinations	-Cost Effectiveness
Initiative 6	Project-Based Voucher Units	-Housing Choice -Cost Effectiveness
Initiative 7	RentWise Tenant Education	-Housing Choice -Cost Effectiveness
Initiative 8	Resident Services Program	-Housing Choice
Initiative 9	Landlord Incentive HAP	-Housing Choice

On the following pages, the following abbreviations are used: CE = Cost Effectiveness; HC = Housing Choice; and SS = Self-Sufficiency. In May, 2013, a revised HUD Form 50900 was approved for use by the Office of Management and Budget (OMB). HUD Form 50900 provides details on the required elements of the Annual MTW and Annual MTW Report. The new form requires the use of standard metrics, as applicable, in order to allow HUD to analyze and aggregate data across all PHA's with similar activities. On the following pages, we have identified the standard metric(s) applicable to each initiative

## **Rent Reform 1**

### **ACTIVITY: INTERIM RE-EXAMINATIONS**

Programs Affected: HCV & PH Programs

Year Identified: April 1, 1999

Effective Date: July 1, 1999

Statutory Objectives: Reduce cost and achieve greater cost effectiveness in federal expenditures  
Give incentives to obtain employment and become economically self-sufficient

#### DESCRIPTION OF ACTIVITY

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. Families who report zero income will be required to report income changes at their quarterly certification and rents will be changed accordingly.

Income decrease: 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 process the rent decrease 90 days after the decrease in income occurred or after all verifications are received to redetermine eligibility, whichever is the latest. Families who terminate their employment for good cause will be eligible for an immediate interim review and rent decrease, if applicable. Good cause will include lay-off, reduction in force, accident, injury, or illness which precludes work. In consideration of hardship, families will be exempt from this 90 day delay if they meet one of the exemptions for the Minimum Earned Income (MEI) requirement shown later in this plan (Rent Reform #2).

It should be noted that the policy on income increases does not require an MTW waiver. The section on income decreases, specifically the 90 day period for a rent adjustment, likely requires MTW flexibility. This interim policy affects households who have reduced or terminated employment. It delays rent decreases for 90 days after the decrease in income occurred or after all verifications are received. HUD regulation at 24 CFR 982.516(b)(2) and (3) states "The PHA must make the interim determination within a reasonable time after the family request. Interim examinations must be conducted in accordance with policies in the PHA administrative plan". However, the Housing Choice Voucher guidebook on page 12-10 defines "reasonable time" as the first day of the month following the date of the reported change.

We chose to list the above policies together. When LHA initially began the MTW program, the policy on income increases was part of our MTW plan as a way to encourage and reward households for increasing income such as through new employment. As family income increased, they are not subject to an immediate re-examination of income and assets and the corresponding rent increase. The Quality Housing and Work Responsibility Act (QHWRA) of 1998 incorporated this part of Lincoln Housing Authority's MTW initiative on interim re-examinations.

**UPDATE ON STATUS OF ACTIVITY**

This initiative has been part of LHA's MTW program since the beginning. The housing authority continues to implement the policy of decreasing rent 90 days after a decrease in employment income has occurred. These policies encourage families to retain employment as well as to make it a priority to seek new employment when job losses occur. Our most recent data shows that of the families who reported job losses, more than half did not require a rent change, indicating they obtained new employment. This initiative encourages families who become unemployed to seek and obtain new employment. The Lincoln Metropolitan Statistical Area has maintained a low unemployment rate, currently 2.1% (November , 2015) which is important to the success of this initiative.

**NON-SIGNIFICANT CHANGES OR MODIFICATONS**

Not applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

For the following standard metric, the benchmark for was revised to anticipated revenue for FY 2017.

**CE #5 Increase in Agency Rental Revenue**

**HUD instructions for this metric are shown in the following two rows:**

<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	Rental revenue prior to implementation of the activity (in dollars).	Expected rental revenue after implementation of the activity (in dollars)	Actual rental revenue after implementation of the activity (in dollars).	Whether the outcome meets or exceeds the benchmark

**Rent Reform #1 Income Re-Examinations**

<b>Unit of Measurement</b>	<b>Baseline (FY 2008)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	HCV: \$7,331,316 PH: \$ 997,006 TOTAL REVENUE: \$8,328,322	HCV: \$8,701,100 PH: \$1,276,866 TOTAL REVENUE: \$9,977,966	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

## **Rent Reform 2**

### **ACTIVITY: MINIMUM EARNED INCOME**

Program Affected: HCV & PH Programs

Year Identified: April 1, 1999

Effective Date: July 1, 1999

Statutory Objectives: Give incentives to obtain employment and become economically self-sufficient

#### DESCRIPTION OF ACTIVITY

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 or state minimum wage, whichever is greater. 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 eight categories of exemptions such as illness, elderly or disabled, students, caretakers, and participants in approved self-sufficiency programs. These exemptions serve as the hardship policy for the MEI requirement.

#### UPDATE ON STATUS OF ACTIVITY

The MEI has been a part of the housing authority's MTW program from the beginning. MEI promotes and encourages employment by implementing a work requirement with a basic expectation that a work-able adult should work at least 25 hours per week at minimum wage. The family has the flexibility to figure out how to meet the rent generated by the MEI rather than a strict requirement to work a certain number of hours. In that sense it is similar to a minimum rent. It is not strictly a minimum rent because families can have other sources of income besides MEI that are included in the rent calculation with MEI, or can be exempt from MEI. Over the years, the MEI has gradually increased in step with increases in the federal or state minimum wage as shown in the chart below.

<u>Federal Hourly Minimum Wage:</u>		<u>at 25 hours/week</u>	<u>at 40 hours/week</u>
Prior to July 24, 2007	\$5.15	\$6,695	\$10,712
Effective July 24, 2007	\$5.85	\$7,605	\$12,168
Effective July 24, 2008	\$6.55	\$8,515	\$13,624
Effective July 24, 2009	\$7.25	\$9,425	\$15,080
Effective January 1, 2015	\$8.00	\$10,400	\$16,640
Effective January 1, 2016	\$9.00	\$11,700	\$18,720

Our most recent data (2015 annual report) shows 13.0% of voucher households and 9.4% of public housing households are affected by the Minimum Earned Income requirement. The majority (65%) of households are able to discontinue the requirement through employment or participation in education or an approved self-sufficiency program. Our annual report data also shows 89% of public housing and 71% of voucher households who are non-elderly or non-disabled have income from employment. We believe these are very positive statistics, particularly when you take note that in the past we have given a voucher preference to households with ADC (TANF) income.

**NON-SIGNIFICANT CHANGES OR MODIFICATONS**

Not applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

For the following standard metric, the benchmark for was revised to anticipated revenue for FY 2017.

**SS #7 Increase in Agency Rental Revenue**

**HUD Instructions for this metric are shown in the following two rows.**

<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
PHA Rental Revenue in dollars (increase)	PHA rental revenue prior to implementation of the activity (in dollars)	Expected PHA rental revenue after implementation of the activity (in dollars)	Actual PHA rental revenue after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark

**Rent Reform #2 Minimum Earned Income**

<b>Unit of Measurement</b>	<b>Baseline (FY 2008)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	HCV: \$7,331,316  PH: \$ 997,006  TOTAL REVENUE: \$8,328,322	HCV: \$8,701,100  PH: \$1,276,866  TOTAL REVENUE: \$9,977,966	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

## Rent Reform 3

### ACTIVITY: RENT CALCULATIONS

<u>Programs Affected:</u>	HCV & PH Programs
<u>Year Identified for A - D:</u>	November, 2007
<u>Effective Date for A - D:</u>	April 1, 2008 (new admissions and transfers) July 1, 2008 (annual re-examinations)
<u>Year Identified for E:</u>	April 1, 1999
<u>Effective Date for E:</u>	July 1, 1999

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

#### DESCRIPTION OF ACTIVITY

- A. **Total Tenant Payment:** Total Tenant Payment (TTP) is determined on 27% of gross income with no allowable deductions.
- B. **Minimum Rent:** 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.
- C. **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 a 2% rate multiplied by the face value. Verification requirements are modified to allow as first level of acceptable verification the household provided documents such as quarterly or end of year statements.

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.

Special Needs Trusts are an excluded asset.

Rental properties are considered personal assets and held as investments rather than business assets. Therefore under MTW policy asset income from rental properties held by applicants/tenants will be calculated using either 1) the actual annual generated income from the

asset, or 2) the imputed asset income by using the face value of the property multiplied by 2%, whichever is greater.

D. Verifications: 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.

E: Other: LHA will not implement regulatory provisions related to Earned Income Disregard, public housing flat rents, imputed welfare income, and student earned income exclusions for adults 22 and older. For the FSS program, escrow will be calculated using 90% of gross income as the current adjusted income

In implementing the above, a hardship policy was created for tenants who were adversely affected. Details for the hardship policies are found in the Admissions and Continued Occupancy Plan and Section 8 Administrative Plan found in Tab 1 and Tab 2 of this MTW Plan

The hardship policy applies to existing tenants or voucher participants as of specified implementation dates. At the next annual re-certification on or after the implementation date, if it is determined that 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 calculates 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 the implementation date. The Hardship TTP is 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. 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.

#### UPDATE ON STATUS OF ACTIVITY

These revised methods of calculating housing assistance for households are much simpler and less prone to errors. Tenants, participants, landlords, and advocates have appreciated the greater simplicity and ease of understanding compared to traditional methods for calculating housing assistance.

The hardship policy has been used to alleviate any steep increases in rent. The number of hardships has been decreasing. As of March 2016, there were 4 hardship cases.

Staff continue to save a significant amount of processing time and improved rent calculation accuracy because of these initiatives. Our data collection process compares processing time for MTW participants versus non-MTW participants. Our annual report for 2014-2015 shows approximately 35% administrative time savings for new move-ins and 26% administrative time savings for annual re-examinations compared to non-MTW administrative time. That additional time has allowed us to add more vouchers (Mainstream, VASH, and Tenant Protection Vouchers), do more auditing without adding staff, and conduct more effective client interviews while still saving time compared to non-MTW client interviews.

#### NON-SIGNIFICANT CHANGES OR MODIFICATIONS

Under the existing regulation rental properties are considered personal assets held as an investment rather than business assets, unless real estate is the applicant's/tenant's main occupation. Our MTW policy on calculation of asset income states: For households with total assets for which the face value is equal to or greater than \$5,000, asset income will be based on a 2% rate multiplied by the face value.

For rental properties held by applicant/tenant our MTW asset income calculation policy has been slightly modified to consider "both" actual annual income generated from the asset or imputed asset income by using the face value of the property multiplied by 2%, whichever is greater.

For the FSS program, escrow will be calculated using 90% of gross income as the current adjusted income. This is the equivalent of a standard 10% deduction from gross income and allows a family to earn escrow until the adjusted income is greater than the Very Low Income limit. This adjustment was made because LHA calculates total tenant payment at 27% of gross income. This is equivalent to a 10% standard deduction or 10% reduction from gross income to achieve an adjusted gross income.

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

For the following standard metric, the benchmark for was revised for FY 2017. See explanation under CE #2. We also previously revised the benchmark for the 2016 plan to increase the hourly rate from the baseline. We subsequently decided it would be better to compare the same hourly rates from the baseline forward. In this case, the hourly rate will be \$27.14.

<b>CE #1 Agency Cost Savings</b>				
<b>HUD Instructions for this metric are shown in the following two rows.</b>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Total cost of task in dollars (decrease)	Cost of task prior to implementation of the activity in (dollars).	Expected cost of the task after implementation of the activity (in dollars)	Actual cost of the task after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark
<b>Rent Reform #3 Rent Calculations</b>				
These costs are based on the time savings in CE#2 (below) times average staff cost per hour.				
Unit of Measurement	Baseline (FY 2010)	Benchmark	Outcome	Benchmark Achieved
Total time for New Admissions	Total time: 3,858.2 hours	Time to complete the task: 3,087 hours	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report.
Total time for Annual Re-examinations	Total time: 4,126.2 hours	Time to complete the task: 4,145 hours	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report
Total time for New Admissions and Annual Re-examinations	Total Time: 7,984.4 hours	Total time: 7,232 hours	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report
Total Costs for New Admissions and Annual Re-examinations	Total time @ \$27.14 per hour = \$216,697	Total time @ \$27.14 per hour = \$196,276	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

For the following standard metric, the benchmark for was revised for FY 2017. We found the baseline undercounted the number of annual re-exams. Using improved tracking measures, we are now counting more annual re-exams which means the total hours for our benchmark needed to be increased. However we expect the number of minutes per review will continue to be below baseline.

<b>CE #2 Staff Time Savings</b>				
<b>HUD Instructions for this metric are shown in the following two rows.</b>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Total time to complete the task in staff hours (decrease)	Total amount of staff time dedicated to the task prior to implementation of the activity (in hours).	Expected amount of total staff time dedicated to the task after implementation of the activity (in hours).	Actual amount of total staff time dedicated to the task after implementation of the activity (in hours).	Whether the outcome meets or exceeds the benchmark
<b>Rent Reform #3 Rent Calculations</b>				

This data reflects the time for completion of new admissions and annual re-examinations.				
Unit of Measurement	Baseline (FY 2013)	Benchmark 20% Time Savings	Outcome	Benchmark Achieved
Time to complete New Admissions	382 minutes per new admission 606 new admissions  Total time: 231,492 minutes or 3,858.2 hours	Total time to complete the task: 3,087 hours	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report.
Time to complete Annual Re-examinations	117 minutes per re-exam 2,116 re-exams per year  Total time: 247,572 minutes or 4,126.2 hours	Total time to complete the task: 4,145 hours	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report.
Total time to complete New Admissions and Annual Re-examinations	Total time to complete task: 7,984.4 hours	Total time to complete task: 7,232 hours	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report.

The benchmark for the following metric has been revised because of increase in HAP after seven years of inflation, an increase in payment standards, and the addition of the landlord HAP incentive (Initiative #9).

<b>SS #6 Reducing per Unit Subsidy Costs for Participating Households</b>				
HUD Instructions for this metric are shown in the following two rows.				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Average amount of Section 8 and/or 9 subsidy per household affected by this policy in dollars (decrease)	Average subsidy per household affected by this policy prior to implementation of the activity (in dollars)	Expected average subsidy per household affected by this policy after implementation of the activity (in dollars)	Actual average subsidy per household affected by this policy after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark
<b>Rent Reform #3 Rent Calculations</b>				
This policy was designed to be revenue neutral.				
Unit of Measurement	Baseline (FY 2008)	Benchmark	Outcome	Benchmark Achieved
Average amount of Section 8 subsidy per household affected by this policy	\$341	\$376	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

For the following standard metric, the benchmark for was revised to anticipated revenue for FY 2017.

<b>SS #7 Increase in Agency Rental Revenue</b>				
<b>HUD Instructions for this metric are shown in the following two rows.</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
PHA Rental Revenue in dollars (increase)	PHA rental revenue prior to implementation of the activity (in dollars)	Expected PHA rental revenue after implementation of the activity (in dollars)	Actual PHA rental revenue after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark
<b>Rent Reform #3 Rent Calculations</b>				
This policy was designed to be revenue neutral and will not have significant effect on rental revenue---expect total revenue to go up moderately over time due to inflation.				
<b>Unit of Measurement</b>	<b>Baseline (FY 2008)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	HCV: \$7,331,316  PH: \$ 997,006  TOTAL REVENUE: \$8,328,322	HCV: \$8,701,100  PH: \$1,276,866  TOTAL REVENUE: \$9,977,966	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

## **Rent Reform 4**

### **ACTIVITY: RENT BURDEN (RENT CHOICE)**

Program Affected: HCV Program  
Year Identified: November, 2007  
Effective Date: February 1, 2008  
Statutory Objective: Increase housing choice for low income families

#### DESCRIPTION OF ACTIVITY

The maximum initial rent for a family shall not exceed 50% of their monthly income at the time of approving tenancy and executing a HAP contract.

#### UPDATE ON STATUS OF ACTIVITY

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, we did see an increasing number of households who put their housing in jeopardy because their housing choice required 60% or more of their household income to be spent towards their shelter expenses. 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.

Since implementing this, we believe we have avoided some of the problems of having no cap at all. However, on the other side, participants and advocates involved in Mainstream Programs have seen the standard 40% cap as too restrictive. In fact, at times, they have requested an MTW voucher instead of Mainstream. In addition, these participants and their advocates have expressed their appreciation for the simplicity of the MTW voucher program when compared to the regular voucher program.

As shown in our most recent annual report, this initiative expands housing opportunities and spatial dispersal of voucher holders. MTW vouchers are found in 49 census tracts whereas non-MTW vouchers are in only 12 census tracts. Among households who exceed the 40% cap, 41% of MTW voucher households are residing in middle to upper income census tracts. Only 5% of non-MTW voucher households are residing in middle to upper income census tracts.

We believe this initiative will continue to be needed in order to maintain voucher utilization. FMR's have not kept pace with the substantial rent increases occurring in our community. Lincoln's rental market is tight and landlords are increasing rents to keep up with increased property taxes and other expenses. This MTW initiative offers participating households more housing options within the city of Lincoln, Nebraska compared with non-MTW vouchers.

Households are able to make a choice of housing in accordance with their individual financial circumstances. Voucher participants have a choice to exceed the federal rent burden limit of 40% of their adjusted income. The initiative does not impose a hardship but allows households to make a choice.

**NON-SIGNIFICANT CHANGES OR MODIFICATONS**

Not applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

Not applicable

## Rent Reform 5

### ACTIVITY: AVERAGE UTILITY ALLOWANCES

Program Affected: HCV Program

Year Identified: April 1, 1999

Effective Date: July 1, 1999

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

#### DESCRIPTION OF ACTIVITY

LHA uses one standard utility allowance per bedroom size regardless of tenant utility responsibility 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. This activity applies to both tenant-based and project-based vouchers.

The following chart represents the proposed Fair Market Rents that are under a HUD comment period until October 8, 2015. LHA plans to increase payment standards to 100% of the final published FY 2016 Fair Market Rents. LHA anticipates these payment standards will be effective December 1, 2015 for new admissions and unit transfers, and effective January 1, 2016 for annual re-examinations.

Bedroom Size	Fair Market Rent	Payment Standard	Payment Standard as a Percent of FMR	Target Rent	Utility Allowance
SRO	<b>\$348</b>	\$348	100%	\$313	\$35
0	<b>\$464</b>	\$464	100%	\$418	\$46
1	<b>\$563</b>	\$563	100%	\$494	\$69
2	<b>\$753</b>	\$753	100%	\$645	\$108
3	<b>\$1060</b>	\$1060	100%	\$922	\$138
4	<b>\$1,270</b>	\$1,270	100%	\$1,087	\$183
5	<b>\$1,461</b>	\$1,461	100%	\$1,246	\$215
6	<b>\$1,651</b>	\$1,651	100%	\$1,409	\$242
Lot Rent	<b>\$302</b>	\$302	100%		

UPDATE ON STATUS OF ACTIVITY

The average utility allowance has been part of the MTW program since 1999. Voucher participants appreciate the simplicity of a single utility allowance as it helps them to know the amount of rent assistance they can expect which makes it far easier to search for a unit. They know what target rent they should attempt to achieve and they understand the value of finding units that are energy efficient or with landlord paid utilities.

Both tenants & landlords support the average utility allowance method. They understand what we are doing and how we calculate rental assistance. In a baseline measure, we found it took nearly five times longer to explain standard utility allowances to a new admission compared to an explanation of average utility allowances. Even with the added time, there is confusion about the standard utility allowances. Administrative costs have been saved by not issuing utility reimbursement checks or payments. In addition, we have a very low error rate on utility allowance calculations compared to our non-MTW programs. At non-MTW programs, utility allowance calculations have been in the top 5 of RIM errors. Our MTW and non-MTW error rates on utility allowances are extremely low.

We continue to do an annual evaluation of utility allowances to be effective in February; no other changes are planned for this initiative.

NON-SIGNIFICANT CHANGES OR MODIFICATONS

Not applicable

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

For the following two standard metrics, the benchmarks have been revised. We anticipate an ongoing increase in annual reviews and new admissions above baseline. We also previously revised the benchmark for the 2016 plan to increase the hourly rate from the baseline. We subsequently decided it would be better to compare the same hourly rates from the baseline forward. In this case, the hourly rate will be \$27.14.

**CE #1 Agency Cost Savings**

**HUD instructions for this metric are shown in the following two rows:**

<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total cost of task in dollars (decrease)	Cost of task prior to implementation of the activity in (dollars).	Expected cost of the task after implementation of the activity (in dollars)	Actual cost of the task after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark

**Rent Reform #5 Average Utility Allowances**

This metric is the savings from not issuing utility reimbursement checks and staff time savings during client interviews and calculations.

<b>Unit of Measurement</b>	<b>Baseline (FY 1999)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total cost of task.	\$54,246 Cost of Utility Reimbursements  303.17 hours @ \$27.14 per hour = \$8,228  TOTAL COST = \$62,474	\$0 Cost of Utility Reimbursements  94.33 hours @ \$27.14 per hour = \$2,560  TOTAL COST = \$2,560	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

<b>CE #2 Staff Time Savings</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total time to complete the task in staff hours (decrease)	Total amount of staff time dedicated to the task prior to implementation of the activity (in hours).	Expected amount of total staff time dedicated to the task after implementation of the activity (in hours).	Actual amount of total staff time dedicated to the task after implementation of the activity (in hours).	Whether the outcome meets or exceeds the benchmark
<b>Rent Reform #5 Average Utility Allowances</b>				
This metric is the amount of time to explain and calculate standard utility allowances (baseline) and then compared to a benchmark using standard utility allowances which are much easier for staff to explain and calculate and for tenants to understand.				
<b>Unit of Measurement</b>	<b>Baseline (FY 2013)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total time to complete utility allowances in staff hours	HCV 558 new admissions @15 minutes explanation of utility allowance to new tenants and 4 minutes calculation = 10,602 minutes  HCV 1,897 annual reviews @4 minutes calculation of utility allowances = 7,588 minutes  Total minutes = 18,190 Total hours = 303.17	HCV 645 new admissions @ 4 minutes explanation of utility allowances to new tenants and 1 minute calculation of utility allowance = 3,225 minutes  HCV 2,435 annual reviews @ 1 minute calculation = 2,435 minutes  Total minutes = 5,660 total hours = 94.33	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

For the following standard metric, the benchmark was revised to anticipated revenue for FY 2017.

<b>CE #5 Increase in Agency Rental Revenue</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	Rental revenue prior to implementation of the activity (in dollars).	Expected rental revenue after implementation of the activity (in dollars)	Actual rental revenue after implementation of the activity (in dollars).	Whether the outcome meets or exceeds the benchmark
<b>Rent Reform #5 Average Utility Allowances</b>				
<b>Unit of Measurement</b>	<b>Baseline (FY 2008)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	HCV: \$7,331,316  PH: \$ 997,006  TOTAL REVENUE: \$8,328,322	HCV: \$8,701,100  PH: \$1,276,866  TOTAL REVENUE: \$9,977,966	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

## **Rent Reform 6**

### **ACTIVITY: BIENNIAL RE-EXAMINATIONS**

Programs Affected: HCV and PH

Year Identified: November, 2008

Effective Date:

Public Housing:

Effective March 15, 2009 for new move-ins

Effective July 1, 2009 for current tenants

Housing Choice Voucher

Effective April 1, 2009 for new admissions

Effective July 1, 2009 for some current program participants (see transition plan )

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

#### **DESCRIPTION OF ACTIVITY**

LHA will conduct a re-examination of an elderly or disabled household at least every two years. An elderly or disabled household is any family where the head, spouse, co-head or sole member is at least 62 years of age or a person with a disability.

All households will continue to have interim re-examinations according to administrative policy.

All other household compositions will continue with an annual re-examination.

#### **UPDATE ON STATUS OF ACTIVITY**

This activity was successfully implemented and is ongoing. Our data shows the number of annual reviews for elderly and disabled households has been reduced by approximately 40% from baseline.

Tenants and voucher participants affected by this policy appreciate the reduced burden associated with the review process. In addition, they could have increased income between biennial re-examinations without a corresponding increase in their rent payment. Households continue to be eligible for rent decreases by means of interim re-examinations if they experience decreased income.

#### **NON-SIGNIFICANT CHANGES OR MODIFICATIONS**

Not applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

For the following two metrics, the benchmark has been revised to reflect an average 40% reduction in reviews. We also previously revised the benchmark for the 2016 plan to increase the hourly rate from the baseline. We subsequently decided it would be better to compare the same hourly rates from the baseline forward. In this case, the hourly rate will be \$27.14.

<b>CE #1 Agency Cost Savings</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Total cost of task in dollars (decrease)	Cost of task prior to implementation of the activity in (dollars).	Expected cost of the task after implementation of the activity (in dollars)	Actual cost of the task after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark
<b>Other Initiatives #3 Biennial Re-examinations</b>				
Unit of Measurement	Baseline (8-1-07 to 7-31-08)	Benchmark	Outcome	Benchmark Achieved
Total cost to complete re-examinations for Elderly or Disabled Households (decrease)	PH: 191.6 hours (see CE #2) @ \$27.14 per hour = \$5,200  HCV: 1,785.6 hours (see CE #2) @ \$27.14 per hour = \$48,461  TOTAL = \$53,661	PH = 115 hours @ \$27.14 per hour = \$3,121  HCV = 1,072 hours @ \$27.14 per hour = \$29,094  TOTAL = \$32,215	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

<b>CE #2 Staff Time Savings</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total time to complete the task in staff hours (decrease)	Total amount of staff time dedicated to the task prior to implementation of the activity (in hours).	Expected amount of total staff time dedicated to the task after implementation of the activity (in hours).	Actual amount of total staff time dedicated to the task after implementation of the activity (in hours).	Whether the outcome meets or exceeds the benchmark
<b>Other Initiatives #3 Biennial Re-examinations</b>				
<b>Unit of Measurement</b>	<b>Baseline (8-1-07 to 7-31-08)</b>	<b>Benchmark 40% decrease</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total time to complete re-examinations for Elderly or Disabled Households	PH: 121 Re-examinations for Elderly or Disabled Households @ 1.583 Hours per Re-Exam = 191.6 hours  HCV: 1,128 Re-examinations for Elderly or Disabled Households @ 1.583 =1,785.6 hours  TOTAL = 1,977.2 hours	PH = 115.0 hours  HCV = 1,072 hours  TOTAL = 1,187 hours	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

For the following standard metric, the benchmark for was revised to anticipated revenue for FY 2017.

<b>CE #5 Increase in Agency Rental Revenue</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	Rental revenue prior to implementation of the activity (in dollars).	Expected rental revenue after implementation of the activity (in dollars)	Actual rental revenue after implementation of the activity (in dollars).	Whether the outcome meets or exceeds the benchmark
<b>Other Initiatives #3 Biennial Re-examinations</b>				
<b>Unit of Measurement</b>	<b>Baseline (FY 2008)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	HCV: \$7,331,316  PH: \$ 997,006  TOTAL REVENUE: \$8,328,322	HCV: \$8,701,100  PH: \$1,276,866  TOTAL REVENUE: \$9,977,966	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

## **Initiative 1**

### **ACTIVITY: INCOME ELIGIBILITY**

Programs Affected: HCV & PH Programs

Year Identified: April 1, 1999

Effective Date: July 1, 1999

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

#### DESCRIPTION OF ACTIVITY

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:

Public Housing:	80% of median income
Housing Choice Voucher:	50% of median income.

Income targeting will not be used.

#### UPDATE ON STATUS OF ACTIVITY

Lincoln Housing Authority is using its MTW authority to waive income targeting standards. Rather than use national income targeting standards, LHA has designed its preference system to fit local needs and local program goals. The preferences LHA selected in public housing, i.e. working preference, tend to pull average income for new admissions to a higher level than might otherwise occur. Elderly and disabled households also qualify for a "working" preference which can mitigate that affect. On the other hand, the preferences used in the housing choice voucher program tend to bring the overall average income for new admissions to a lower level.

LHA does not measure income targeting on an on-going basis, nor do we alter the order of the waiting list to meet income targeting goals. As part of our annual MTW report, we review admissions income levels relative to targeting standards each fiscal year, and we continue to meet federal targeting standards. In addition and because of our preferences and the size of our voucher program in relation to the public housing program, we continue to meet the statutory objective to ensure that at least 75% of the families assisted are very low-income families, as defined in section 3(b)(2) of the 1937 Act. This activity does not interfere with achieving that objective. The Public Housing program is smaller and could be prone to yearly changes in income levels due to small variations in the number of vacancies in elderly units versus family

units or the number of disabled families versus working families.

**NON-SIGNIFICANT CHANGES OR MODIFICATIONS**

Not applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

Not applicable

## **Initiative 2**

### **ACTIVITY: RESPONSIBLE PORTABILITY**

Program Affected: HCV Program  
Year Identified: April 1, 1999  
Effective Date: July 1, 1999  
Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

#### DESCRIPTION OF ACTIVITY

Voucher participants will be allowed to port out upon request and only as a reasonable accommodation for employment, education, safety or medical/disability need.

#### UPDATE ON STATUS OF ACTIVITY

The housing authority's policy continues to be provide appropriate opportunities to port while preserving the integrity of our MTW program. Housing staff continues to educate and inform participants and potential participants about the responsible portability policy. Data shows that most requests for portability are approved.

The purpose of responsible portability in our MTW program is to reduce costs and prevent families from porting out with their voucher because of our MTW policies. It was anticipated that some families would choose to port out just to avoid the work requirements and other expectations of the MTW program. Portability is allowed for specific reasons as listed above. Families are given information about our responsible portability policy, and it is recognized that once people are aware of the policy, few formal requests are made. Our policy represents a highly successful implementation of a more responsible portability policy that could be adapted on nationwide basis. Portability represents a difficult and time consuming administrative issue in the voucher program across the country. Allowing HA's to adopt policies that limit ports to verifiable, good cause reasons would improve efficiency in voucher program administration nationwide.

#### NON-SIGNIFICANT CHANGES OR MODIFICATIONS

In 2014, we did a time study on the amount of administrative time it takes per portable voucher and found the amount of time at 4.43 hours per voucher. Our baseline data reflects the results of this time study in the benchmark.

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

For the following standard metric, the benchmark has been revised to reflect slight increase in the number of billed vouchers and increase in billed costs. We also previously revised the benchmark for the 2016 plan to increase the hourly rate from the baseline. We subsequently decided it would be better to compare the same hourly rates from the baseline forward. In this case, the hourly rate will be \$27.14.

<b>CE #1 Agency Cost Savings</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Total cost of task in dollars (decrease)	Cost of task prior to implementation of the activity in (dollars).	Expected cost of the task after implementation of the activity (in dollars)	Actual cost of the task after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark
<b>Other Initiatives #2 Responsible Portability</b>				
For this metric, we compare the average HAP cost for a port voucher with a local voucher. To determine the baseline, we used a national averaged number of ports to estimate the number of ports we would potentially have if we did not have responsible portability. 11% is the national portability rate and 3% is the national portability billed rate.				
Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Total cost of task in dollars	1,422 hours (from CE#2) @ \$27.14= \$35,593  2,916 authorized vouchers at 3% billed portability rate = 88 billed port vouchers at \$901.40 per voucher for 12 months = \$951,878  TOTAL = \$990,471	186 hours @ \$27.14 = \$5,048  10 billed port vouchers at \$916.00 per voucher for 12 months = \$109,920  TOTAL = \$114,968	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

For the following standard metric, the baseline and benchmark have been revised. They were adjusted to show administrative time of 4.43 hours per portable voucher, based on a time study.

<b>CE #2 Staff Time Savings</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total time to complete the task in staff hours (decrease)	Total amount of staff time dedicated to the task prior to implementation of the activity (in hours).	Expected amount of total staff time dedicated to the task after implementation of the activity (in hours).	Actual amount of total staff time dedicated to the task after implementation of the activity (in hours).	Whether the outcome meets or exceeds the benchmark
<b>Other Initiatives #2 Responsible Portability</b>				
We conducted a study of the time for administering individual ports multiplied by the estimated number of potential ports if we did not have responsible portability. The PIC Mobility and Portability Report (7/31/13) shows 11% portability in the United States.				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Time to complete the task in hours	1,422 hours based on 11% portability rate or 321 per year at 4.43 hours per voucher	186 hours based on 42 ports per year at 4.43 hours per voucher	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

For the following standard metric, the benchmark was revised to anticipated revenue for FY 2016.

<b>CE #5 Increase in Agency Rental Revenue</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental revenue in dollars	Rental revenue prior to implementation of the activity (in dollars).	Expected rental revenue after implementation of the activity (in dollars)	Actual rental revenue after implementation of the activity (in dollars).	Whether the outcome meets or exceeds the benchmark
<b>Other Initiatives #2 Responsible Portability</b>				
<b>Unit of Measurement</b>	<b>Baseline (FY 2008)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Rental HCV revenue in dollars—PH Revenue is Not Applicable to this initiative	TOTAL HCV REVENUE: \$7,331,316	TOTAL HCV REVENUE: \$8,701,100	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

## **Initiative 4**

### **ACTIVITY: HQS INSPECTIONS WAIVER**

Program Affected: HCV Program

Year Identified: November, 2008

Effective Date: April 1, 2009

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

#### DESCRIPTION OF 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 re-examination date rather than HUD's interpretation that inspections be conducted within 365 days of the previous inspection. HUD's interpretation resulted with a schedule of re-inspections every 10 months to ensure compliance with the interpretation of "every 365 days." Special inspections will continue to occur as determined by LHA.

HUD's Request for Tenancy Approval (RFTA) form was modified to satisfactorily implement this inspection incentive initiative. LHA developed a local form, the Request for Inspections and Unit Information form which is used in lieu of HUD's RFTA form HUD 52517, to reflect a city ordinance change that required all landlords to provide all trash services. In addition, LHA also changed this local form after the Landlord Advisory Committee requested a statement be added to the form to indicate when assistance will start. The local form can be found in Appendix B.

#### UPDATE ON STATUS OF ACTIVITY

This initiative is ongoing since April 1, 2009. Tracking the next inspection date and data collection on skipped inspections are both very time consuming. LHA is monitoring the impact of this policy through a variety of measurements such as; 1) number of annual voucher program inspections completed, 2) the percentage of annual HQS inspections passing at the first inspection and 3) the number of complaint inspections. If the policy was to complete biennial inspections for "all" units regardless of the results of the inspection, it would be much simpler to implement and audit. However, to retain the quality of the units, we believe it is necessary to

retain an annual inspection cycle for some properties.

The inspection waiver policy continues to have positive impact on the voucher program by providing administrative cost savings to LHA, and improving our community’s housing stock. This inspection policy allowed LHA to reduce the number of annual inspections performed by 37%. LHA used this time savings to increase the average time spent on performing an annual inspection by 33% . The increased inspection time allowed inspectors an opportunity to properly educate both the tenant and landlord on maintaining quality units, and allowed for more thorough HQS inspections to be performed. With this initiative, we were able to increase the average annual inspection time from 15 minutes to 20 minutes per unit. Part of the increased time was to implement HUD Notice 2010-10, which required our inspector’s to test electrical outlets for “proper operating condition.” The time savings also allowed our inspectors additional time to assist other local affordable housing projects with unit inspections.

**NON-SIGNIFICANT CHANGES OR MODIFICATIONS**

Not Applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

For the following metric, we previously revised the benchmark for the 2016 plan to increase the hourly rate from the baseline. We subsequently decided it would be better to compare the same hourly rates from the baseline forward. In this case, the hourly rate will be \$28.88.

<b>CE #1 Agency Cost Savings</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total cost of task in dollars (decrease)	Cost of task prior to implementation of the activity in (dollars).	Expected cost of the task after implementation of the activity (in dollars)	Actual cost of the task after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark
<b>Other Initiatives #4 HQS Inspections Waiver</b>				
Agency cost is based on the number of inspection hours times staff cost per hour.				
<b>Unit of Measurement</b>	<b>Baseline (FY 2010)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total cost of task	3,042 hours @ \$28.88 per hour = \$87,853	2,000 hours @ \$28.88 per hour = \$57,760	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

For the following metric, we have revised the benchmark to reflect an increase in annual inspections correlated with the increase in units leased.

<b>CE #2 Staff Time Savings</b>				
<b>HUD instructions for this metric are shown in the following two rows:</b>				
<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total time to complete the task in staff hours (decrease)	Total amount of staff time dedicated to the task prior to implementation of the activity (in hours).	Expected amount of total staff time dedicated to the task after implementation of the activity (in hours).	Actual amount of total staff time dedicated to the task after implementation of the activity (in hours).	Whether the outcome meets or exceeds the benchmark
<b>Other Initiatives #4 HQS Inspections Waiver</b>				
<b>Unit of Measurement</b>	<b>Baseline (FY 2010)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total time to complete inspections	3,042 annual inspections @ 1 hour per inspection  3,042 hours	2,000 annual inspections @ 1 hour per inspection  2,000 hours	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

**ADDITIONAL LOCAL METRICS**

For this initiative, we revised the benchmark to reflect a slight increase in annual inspections and a significant increase in initial inspections due to increase voucher utilization.

<b>Other Initiatives #4 HQS Inspections Waiver</b>				
For this initiative, we projected a reduction in total inspections from baseline. This initiative has an incentive in the form of a waiver for the next annual inspection if the tenant has remained the same and the unit had 100% HQS compliance for the annual or initial “pick up” inspection. If at any time the unit requires a special inspection, the inspection incentive is revoked and the unit must have an annual inspection completed by the tenant’s next annual re-examination date.				
<b>Unit of Measurement</b>	<b>Baseline (FY 2010)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Number of -Annual Inspections -Initial Inspections -Special Inspections	3,042 825 44	2,000 1,200 44	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report
TOTAL INSPECTIONS (decrease)	3,911	3,244 (667 decrease)		
Number of units that passed on first inspection	2,034	1,687	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report
Percentage of units that passed on first inspection	52%	52%	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

## **Initiative 5**

### **ACTIVITY: INSPECTIONS & RENT REASONABLENESS**

Program Affected: HCV Program

Year Identified: November, 2010

Effective Date: April 1, 2011

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

#### **DESCRIPTION OF ACTIVITY**

LHA will perform all Inspections and Rent Reasonableness determinations on all tenant and project-based voucher units regardless of ownership of property management status including those that are owned or managed by LHA.

#### **UPDATE ON STATUS OF ACTIVITY**

LHA performs inspections and rent reasonableness determinations on the property owned or managed by LHA. This initiative has eliminated the administrative work and cost of acquiring and maintaining a contract to perform inspections and rent reasonableness determinations. Cutting out the middle man, the contractor; improves administrative efficiencies, eliminates confusion for the voucher participant, and improves the response time for performing inspections. LHA properties are generally in better condition than the average rental units participating in the voucher program. Our most recent report showed 73% of LHA properties passed at first inspection compared to 60% for all voucher properties. For 2014-2015, cost savings by not hiring an outside contractor was estimated at \$6,880.

#### **NON-SIGNIFICANT CHANGES OR MODIFICATIONS**

Not Applicable

#### **CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

For the following metric, we previously revised the benchmark for the 2016 plan to increase the hourly rate. We subsequently decided it would be better to compare the same hourly rate in the benchmark that was calculated as an initial comparison to the baseline contracted rate. In this case, the hourly rate in the benchmark will be \$28.88.

**CE #1 Agency Cost Savings**

**HUD instructions for this metric are shown in the following two rows:**

<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total cost of task in dollars (decrease)	Cost of task prior to implementation of the activity in (dollars).	Expected cost of the task after implementation of the activity (in dollars)	Actual cost of the task after implementation of the activity (in dollars)	Whether the outcome meets or exceeds the benchmark

**Other Initiatives #5 Inspections and Rent Reasonableness**

Baseline cost is the contract cost calculated as a product of the number of inspections on LHA-owned or managed properties at \$50 per inspection. LHA's cost to do the same inspections is based on 1 hour per inspection the current hourly rate for inspectors.

<b>Unit of Measurement</b>	<b>Baseline (10-1-09 to 9-30-10)</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Total cost of task	256 inspections at \$50 per inspection  \$12,800	256 inspections @1 hour @ \$28.88 per hour  \$7,393	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

## Initiative 6

### ACTIVITY: PROJECT-BASED SECTION 8 UNITS

Program Affected: HCV Program

#### **Project-based units LHA owned or managed properties:**

Year Identified: 2010

Effective Date: Implemented July 1, 2012

#### **Project-based units through other competitive process:**

Year Identified: 2010

Effective Date: See Update on Status

Statutory Objective: Increase housing choice for low income families  
Reduce cost and achieve greater cost effectiveness in federal expenditures

#### DESCRIPTION OF ACTIVITY

#### **Project-based units through other competitive process:**

LHA plans to project-base through an “other competitive process” an additional 20 vouchers to serve the disabled. Under MTW, LHA will allow the project-based sites to maintain a site-based waiting list and will allow the 25% unit allocation per project cap to be removed.

LHA plans to project-base through an “other competitive process” up to 75 HUD-VASH vouchers to serve the homeless veterans. Under MTW, LHA will allow the project-based sites to maintain a site-based waiting list if the flexibility is approved by the Voucher Office.

#### **Project-based units LHA owned or managed properties:**

LHA will provide project-based Section 8 assistance to property owned or managed by LHA, without a competitive bid. Site selection for LHA owned or managed property will be based on the need to increase, maintain and preserve affordable housing. Each site may create a separate wait list for applicants interested in renting project-based units. LHA will eliminate the restriction on the percentage of units leased in a building or project.

The Moving to Work waivers being used are: 1) to transition LHA owned or managed units into Section 8 project based assistance without a competitive bid, 2) allow the project-based sites to maintain a site-based waiting list, 3) allow the 25% unit allocation per project cap be removed, and 4) allow unit amendments to the project-based HAP contract beyond the three year limit in order to add units not initially included. This activity also allows zero HAP participants to occupy a unit indefinitely and the unit will remain designated as a project-based unit under

contract. If the tenant's income decreases, we will reinstate HAP payments. A zero HAP tenant will be eligible to move with a voucher in accordance with Housing Choice Voucher regulations. LHA complies with Housing Quality Standards, subsidy layering requirements, and other federal requirements regarding project-based assistance as set forth in Title 24 of the Code of Federal Regulations.

#### UPDATE ON STATUS OF ACTIVITY

##### **Project-based units through other competitive process:**

LHA will continue to accept applications through an "other competitive process" to project base a maximum of 20 units for persons with disabilities. A previous application submitted on May 25, 2011 was not approved because it failed the environmental review.

We will also continue to accept project-based VASH vouchers in conjunction with VA need and HUD funding. LHA accepted a HUD-VASH project based voucher application for a new 70 unit development for homeless veterans on the Lincoln VA campus. The "other competitive process" was the VA's selection process for an enhanced use lease agreement. LHA executed an Agreement to Enter into a Housing Assistance Payment Contract (AHAP) for this project on September 30, 2015. We anticipate completion of construction by October 1, 2017. This development is part of the broader redevelopment of the VA campus.

LHA plans to wait to submit the flexibility request to allow the HUD-VASH project-based site maintain their site-based waiting list until later in the 2016-17 year when construction of these units is closer to becoming a reality. Currently there are some site control issues with the Department of Veteran Affairs that is interfering with the developer's funding source and delaying the continuation of construction on the project. As July 17, 2015, the HUD Voucher Office has already authorized LHA to use 15 different MTW alternative requirements when administering HUD-VASH vouchers.

##### **Project-based units LHA owned or managed properties**

LHA signed a contract effective July 1, 2012 to phase-in the project-based assistance at Crossroads House during a three-year period. The phase-in period allowed the opportunity to maintain 100% leasing without undue hardship on the voucher program budget and leasing requirements and prevented the displacement of any households over the 50% median income limit. The phase-in period has been completed and there are three tenants who remain over the 50% median income limit thus their units are not under a project-based HAP contract at this time.

Crossroads House Apartments is elderly apartment complex with 58 one-bedroom units located in the heart of Lincoln's downtown, 1000 O Street, Lincoln, Nebraska. There is a significant need for affordable elderly housing in this area. Most of the housing in this area is geared towards either the University of Nebraska students or upper income households residing in the

recently developed condominiums. These units were selected for project-based assistance because of the ongoing community need to preserve existing affordable housing for the elderly population in this area. Since Crossroads House is a “tax credit” project, the definition of elderly is defined as 55 years or older so residents must meet that age requirement to be eligible. The income eligibility limit for Crossroads House was set at the voucher program limit of 50% of median income rather than the tax credit limit of 60% median income. After a three-year transition period, 95% of the units were transitioned to project-based vouchers at the Crossroads House. To prevent displacement of three elderly residents, three units were not transitioned to project-based vouchers because the current tenants are not income eligible.

**NON-SIGNIFICANT CHANGES OR MODIFICATIONS**

Not applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

Not applicable.

## **Initiative 7**

### **ACTIVITY: RENTWISE TENANT EDUCATION**

Program Affected: HCV Program  
Year Identified: November, 2010  
Effective Date: October 1, 2011  
Statutory Objective: Increase housing choice for low income families  
Reduce cost and achieve greater cost effectiveness in federal expenditures

#### DESCRIPTION OF ACTIVITY

Lincoln Housing Authority is using combined MTW funds to support Nebraska RentWise, a tenant education program. This activity serves only households under 80% AMI and is related to the MTW objective of increasing housing choices for low-income families by providing training and education.

RentWise is a structured curriculum to educate renters on responsibilities necessary to become successful tenants with stable housing. Lincoln Housing Authority formed a collaborate group, the Lincoln RentWise Network consisting of representatives from an array of human service agencies in the Lincoln community. Network members identified the need for the program because of the common knowledge that many low income families had great difficulty obtaining rental housing because of past problems. Those problems include rental or credit history, lack of experience (first time renters), stigmas associated with rental assistance programs, or other issues that cause potential landlords to see them as high-risk tenants.

Using certified trainers, RentWise teaches the knowledge and skills to be a successful renter and the issues that lead to problems for tenants. RentWise teaches participants how to secure and maintain safe and affordable rental housing. The six-module program is offered at no cost to participants and covers topics such as how to take care of and maintain the rental unit; how to improve communication and reduce conflict between tenants and landlords; how to improve the rental experience, manage money, and information on legal rights and responsibilities. The 12 hour curriculum uses lectures, workbooks, worksheets, demonstrations, and question & answer formats.

The Lincoln RentWise Network offers the six module educational series at least twice per month during both day and evening hours at a central location with city bus service. Lincoln Housing Authority provides coordination for registration, materials, interpreters, scheduling, tracking, and

issuing certificates of completion.

**UPDATE ON STATUS OF ACTIVITY**

This activity was implemented October 1, 2011. Each twelve hour series is scheduled over three days and each series is scheduled at least two times per month. The program allows for 60 registrants per session and sessions are currently scheduled two months in advance. The number of classes offered is sufficient to meet the registration requests. RentWise is a pre-housing activity and participants are determined as income-eligible for RentWise based on self-declaration of income.

The program has been very well received by tenants and landlords. Some landlords offer incentives to RentWise graduates such as waiver of application fee or reduced deposit. LHA offers a secondary preference for the voucher program for RentWise graduates.

We have had increased requests for interpreters for the RentWise program. In order to more efficiently use interpreters and manage costs as well as reduce the distractions of having interpreters in a classroom setting, LHA obtained local grants for specialized equipment to be used by interpreters and participants.

In the fiscal year ending March 31, 2015, 670 households completed the RentWise program and 563 of those households applied for housing assistance. Studies in the field of housing and the use of vouchers show that one of the biggest impediments to increasing housing choice, decreasing concentrated poverty and expanding housing opportunities is the knowledge base of the tenant, their understanding of the rental market, and their connections to the community. The RentWise program improves the knowledge base and thereby increases housing choice.

**NON-SIGNIFICANT CHANGES OR MODIFICATIONS**

Not applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

Not applicable

## **Initiative 8**

### **ACTIVITY: RESIDENT SERVICES PROGRAM**

Program Affected: HCV Program  
Year Identified: November, 2010  
Effective Date: October 1, 2011  
Statutory Objectives: Increase housing choice for low income families

#### DESCRIPTION OF ACTIVITY

The resident services program provides outreach, case management, service coordination, and supportive services to tenants who are frail elderly or disabled and residing at Crossroads House apartments. Through an interlocal agreement, the program is operated by the Lincoln Area Agency on Aging (LAAA). This activity serves only households under 80% AMI and is related to the MTW objective of increasing housing choices for low-income families by providing a supportive services program which will allow residents to remain independent and prevent premature or unnecessary placement in assisted living facilities or nursing homes.

The resident services program is modeled after HUD's Congregate Housing Services Program which LAAA (grantee) currently offers at LHA's Burke Plaza (91 units) and Mahoney Manor (120 units). All residents are eligible for outreach, case management and service coordination. Residents who are frail with 3 or more deficits in Activities of Daily Living (ADLs) or who are disabled are eligible for supportive services which include personal care, housekeeping, and transportation subsidy. Participation in services by residents is not mandatory and is at the option of the resident. Individual supportive services under the contract are limited by an amount established annually.

A Professional Assessment Committee (PAC) reviews an assessment of each potential participant in supportive services to ensure each participant is an elderly person deficient in at least three ADLs or is a disabled individual.

A service coordinator provides general case management and referral services to all potential participants in the program and provides referrals to the PAC of those individuals who appear eligible for the program. The service coordinator educates residents about the services available, assists with applications, and monitors ongoing services. The service coordinator also coordinates the delivery of third party purchased supportive services for residents who are ineligible for the program supportive services in order to establish a continuum of care and assures access to necessary supportive services.

The LAAA contracts with qualified providers to furnish participants with supportive services including personal care, transportation, and housekeeping services. These three services are provided and funded as part of the program. MTW funds are used to provide reimbursement to LAAA under the interlocal agreement.

Personnel costs for the service coordinator are reimbursed at 100% for .35 FTE to serve Crossroads House. Supportive services are reimbursed at 75% with the remaining 25% billed to the participant receiving services. There is an annual limitation on individual supportive services to the program with an initial cap set at \$2,000 and adjusted annually as needed.

The resident services program is enhanced by the location of the downtown senior center located directly across the street from Crossroads House. This location affords easy access to the programs operated by the LAAA at the senior center which include education, recreation, social activities, health activities, and nutritional programs including a daily noon meal. This location also affords easy access to the service coordinator office and program administration, also located at the senior center site.

**UPDATE ON STATUS OF ACTIVITY**

LHA continued this initiative in the past year through an interlocal agreement with Lincoln Area Agency on Aging. The most recent annual report shows there were 39 individuals receiving service coordination in the program. There are 18 individuals who were at high risk for a higher level of service but were able to continue in independent living with supportive services. This results in substantial savings of Medicaid dollars to remain in independent living versus assisted living or nursing home care.

Through service coordination, residents also receive assistance with services not funded under this program. The service coordinator explains services and benefits to residents and families, communicates and problem solves with service agencies, physicians, and other health care providers and building managers. New problem situations arise regularly and they are addressed quickly. The service coordinator works with residents who are hospitalized or have temporary nursing home stays to plan for return home with supportive services.

**NON-SIGNIFICANT CHANGES OR MODIFICATIONS**

Not applicable

**CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS**

Not applicable

## Initiative 9

### ACTIVITY: LANDLORD INCENTIVE HAP

Program Affected: HCV Program  
Year Identified: FY 2014  
Effective Date: April 1, 2015  
Statutory Objective: Increase housing choice for low income families

#### A: DESCRIPTION OF ACTIVITY

As an incentive for landlords to participate in the MTW tenant-based voucher program, Lincoln Housing Authority will provide the landlord a one-time additional Housing Assistance Payment (HAP) of \$150 upon the execution of the HAP contract for the new unit and tenant. This HAP payment will be included with all other HAP reported in VMS. The landlord is not eligible for \$150 additional HAP payment if the contract is executed for a transfer in units with the same landlord, or if the contract is executed due to a lease renewal or change. The following properties are also excluded from the additional landlord incentive payment of \$150: 1) properties managed or owned by Lincoln Housing Authority, or 2) properties receiving Low Income Housing Tax Credits.

#### UPDATE ON STATUS OF ACTIVITY

The activity began in July 2015 with 33 new contracts in the first month.

#### NON-SIGNIFICANT CHANGES OR MODIFICATIONS

Not applicable

#### CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

The benchmark for this metric was revised after considering the number of moves into tax credit and LHA properties which are not eligible for the landlord incentive.

#### HC #5 Increase in Resident Mobility

HUD instructions for this metric are shown in the following two rows:

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Number of households able to move to a better unit and/or neighborhood of opportunity as a result of this activity (increase)	Households able to move to a better unit and/or neighborhood of opportunity prior to implementation of the activity (number) This number may be zero.	Expected households able to move to a better unit and/or neighborhood of opportunity after implementation of the activity (number).	Actual increase in households able to move to a better unit and/or neighborhood of opportunity after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

**Other Initiatives #9 Landlord Incentive HAP**

The number of households able to move to a better unit and/or neighborhood of opportunity is reflected in the number of times the HAP incentive is paid to a landlord---this incorporates the assumption that transfers and new admissions result in a better unit or neighborhood of opportunity.

<b>Unit of Measurement</b>	<b>Baseline</b>	<b>Benchmark</b>	<b>Outcome</b>	<b>Benchmark Achieved</b>
Number of households able to move to a better unit and/or neighborhood of opportunity as a result of this activity (increase)	0 units	240 units	To be provided in the Annual MTW Report	To be provided in the Annual MTW Report

**B: NOT YET IMPLEMENTED**

All approved activities have been implemented.

**C: ON HOLD**

All approved activities have been implemented.

**D: CLOSED OUT**

No approved activities have been closed out.

## V. Sources and Uses of Funding

<b>V.1.Plan.Sources and Uses of MTW Funds</b>
<b>A. MTW Plan: Sources and Uses of MTW Funds</b>

Estimated Sources of MTW Funding for the Fiscal Year		
<b>Sources</b>		
FDS Line Item	FDS Line Item Name	Dollar Amount
70500 (70300+70400) xxx	Total Tenant Revenue	\$1,290,880
70600	HUD PHA Operating Grants	\$13,920,590
70610	Capital Grants	\$415,810
70700 (70710+70720+70730+70740+70750)	Total Fee Revenue	\$0
71100+72000	Interest Income	\$10,430
	Gain or Loss on Sale of Capital Assets	\$0
71200+71300+71310+71400+71500	Other Income	\$138,600
<b>70000</b>	<b>Total Revenue</b>	<b>\$15,776,310</b>
<b>Estimated Uses of MTW Funding for the Fiscal Year</b>		
<b>Uses</b>		
FDS Line Item	FDS Line Item Name	Dollar Amount
91000 (91100+91200+91400+91500+91600+91700+91800+91900)	Total Operating - Administrative	\$1,179,050
91300+91310+92000	Management Fee Expense	\$922,460
91810	Allocated Overhead	\$0
92500 (92100+92200+92300+92400)	Total Tenant Services	\$149,440
93000 (93100+93600+93200+93300+93400+93800)	Total Utilities	\$149,760
93500+93700	Labor	\$0
94000 (94100+94200+94300+94500)	Total Ordinary Maintenance	\$726,930
95000 (95100+95200+95300+95500)	Total Protective Services	\$0
96100 (96110+96120+96130+96140)	Total insurance Premiums	\$82,650
96000 (96200+96210+96300+96400+96500+96600+96800)	Total Other General Expenses	\$462,660
96700 (96710+96720+96730)	Total Interest Expense and Amortization Cost	\$0
97100+97200	Total Extraordinary Maintenance + Capital Fund Expenditures	\$415,810
97300+97350	Housing Assistance Payments + HAP Portability-In	\$11,872,157
97400	Depreciation Expense	\$805,000
97500+97600+97700+97800	All Other Expenses	\$0
<b>90000</b>	<b>Total Expenses</b>	<b>\$16,765,917</b>

**Sources and Uses Narrative:**

Estimated Uses of MTW Funding exceeds Estimated Sources of MTW Funding for the Fiscal Year by \$989,607. Depreciation is a non-cash expense and shown at \$805,000 under Estimated Uses. This reduces the funding gap between Estimated Sources and Estimated Uses to \$184,607.

The deficit will be funded from Section 8 Reserves.

**Description of Activities that Use Only MTW Single Fund Flexibility**

Lincoln Housing Authority set aside reserves to implement the following activity using the single fund flexibility.

**1. ACTIVITY: MAHONEY MANOR IMPROVEMENTS**

Program Affected: PH Program  
Year Identified: November, 2012  
Effective Date: January 10, 2013  
Funding Allocated: \$1,300,000

**DESCRIPTION OF ACTIVITY**

Mahoney Manor is a 120-unit public housing high-rise apartment building for seniors. Resident services are provided on-site. Built in 1973, the building’s common spaces are obsolete, too small, not functional, and do not meet current standards for physical accessibility. In the past, needed improvements would be made with Capital Fund Program dollars, but due to funding cuts in that program during recent fiscal years, sufficient funding does not exist, even if the work is phased over several years. LHA used Housing Choice Voucher reserve funds to undertake these improvements, which is allowable under MTW rules along with small amounts of Capital Fund Program dollars (see discussion of Capital Fund Program funds). Improvements include:

1. Re-configuration of the main entrance to improve accessibility and enlarge the waiting area.
2. Updating of the public restrooms to improve accessibility.
3. Construction of a new community room and kitchen.
4. Creation of a sunroom/seating area adjacent to relocated mail boxes.
5. Creation of a game room/lounge.
6. Addition of a maintenance workshop and storage space.
7. Additional parking for residents.
8. Additional storage including a re-cycling center for resident use.
9. Outdoor patio, seating, gardening area and other site work.

- 10. New décor and furnishings in the above spaces, library/computer center, conference room, game room lounge and other common spaces.

**UPDATE ON STATUS OF ACTIVITY**

A contract for the bulk of the Mahoney Manor construction work was let on September 10, 2014, in the amount of \$1,202,000. Construction is substantially completed with some final site work to be completed by spring of 2016.

B. MTW Plan: Local Asset Management Plan	
Is the PHA allocating costs within statute?	<input type="text" value="Yes"/> or <input type="text" value="-"/>
Is the PHA implementing a local asset management plan (LAMP)?	<input type="text" value="-"/> or <input type="text" value="No"/>
<p>If the PHA is implementing a LAMP, it shall be described in an appendix every year beginning with the year it is proposed and approved. The narrative shall explain the deviations from existing HUD requirements and should be updated if any changes are made to the LAMP.</p>	
Has the PHA provided a LAMP in the appendix?	<input type="text" value="-"/> or <input type="text" value="No"/>
<p><b>Not Applicable</b></p>	

## **VI. Administrative**

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

See TAB 1 Appendix A

### **B. Public Process**

As a part of the Moving To Work Annual Plan public process, the Housing Authority of the City of Lincoln, Nebraska published two notices of public hearing in the city's only newspaper. The first public notice was published in the Lincoln *Journal-Star* on November 8, 2015, and a second notice was published on December 3, 2015. Both notices were identical and informed the public of the scheduled December 10, 2015 public hearing for the FY 2016-2017 Annual Moving To Work Plan. Each public notice published provided information on how citizens could obtain and review a draft copy of the proposed Annual Moving To Work Plan. A copy of the draft Plan was available for review at eight (8) public libraries located throughout the city of Lincoln. The draft Plan was also available for review on our website: [www.L-housing.com](http://www.L-housing.com). Printed copies were available in our main office lobby.

The Lincoln Housing Authority's Resident Advisory Board met on November 5 and November 19, 2015 to review the details of the Plan including the proposed Capital Fund budget, the MTW initiatives, and proposed changes to the Section 8 Administrative Plan and Admissions and Continued Occupancy Policy. Minutes of both meetings are found under Tab 1, Appendix E. There were no changes to the proposed FY 2016-2017 Moving To Work Annual Plan as a result of the Resident Advisory Board meetings.

No public comments were made at the public hearing held on December 10, 2015. No changes were requested to be made to the proposed FY 2016-2017 Moving to Work Annual Plan. The Plan was submitted to the LHA board for final approval on January 7, 2016. The board passed Resolution No. 871 approving the FY 2016-2017 Moving to Work Annual Plan.

### **C. Planned or Ongoing PHA-Directed Evaluations of the Demonstration**

Not Applicable

### **D. Capital Fund Program: Annual Statement/Performance and Evaluation Reports**

See Tab 1, Appendix D

### **E. LHA Request and HUD Approval Letters Regarding VASH under MTW**

See Tab 1, Appendix C

## **F. 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 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. The HUD form 50066, Certification of Domestic Violence, Dating Violence or Stalking is added to each new HAP contract.

## **TAB 1. Appendix**

- A. Board Resolution Adopting the Annual MTW Plan and Capital Fund Program Five Year Action Plan;**  
**Annual Moving to Work Plan Certification of Compliance (HUD Form 50900)**
  
- B. Request for Inspection and Unit Information Form**
  
- C. LHA Request and HUD Approval Letters Regarding VASH under MTW**
  
- D. Capital Fund Program: Annual Statement/Performance and Evaluation Report**
  - Original Annual Statement/Performance & Evaluation Report  
(NE26P002501-16)
  
  - Five Year Action Plan
  
  - Revised Annual Statement/Performance & Evaluation Report  
(NE26P002501-15)-Revision #2
  
  - Revised Annual Statement/Performance & Evaluation Report  
(NE26P002501-14)-Revision #2
  
  - Revised Annual Statement/Performance & Evaluation Report  
(NE26P002501-13)-Revision #2
  
- E. Resident Advisory Board Minutes**

**Appendix A**

**Board Resolution Adopting**

**the**

**Annual MTW Plan**

**&**

**Capital Fund Program Five Year Action Plan**

**Annual Moving to Work Plan  
Certification of Compliance  
HUD Form 50900**

HOUSING AUTHORITY  
OF THE  
CITY OF LINCOLN, NEBRASKA

**RESOLUTION NO. 871**

APPROVING THE LINCOLN HOUSING AUTHORITY  
MOVING TO WORK ANNUAL PLAN and  
CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN  
SUBMITTAL FOR FY 2016-2017

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) 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 and submit to HUD a Moving to Work (MtW) Annual Plan; and

WHEREAS, in order to participate in the HUD Capital Fund Program, the Lincoln Housing Authority is required to prepare and submit to HUD a Capital Fund Program Five-Year Action Plan; and

WHEREAS, the Lincoln Housing Authority has prepared a Moving to Work Annual Plan for FY 2016-2017 which encompasses a Capital Fund Five-Year Action Plan in accordance with HUD's rules, regulations, and guidance; and

WHEREAS, the MtW Annual Plan and Capital Fund Program Five-Year Action Plan must be approved by the LHA Board of Commissioners for submittal to HUD;

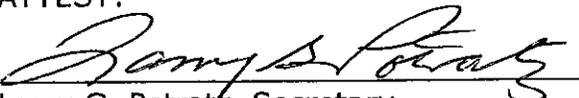
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Lincoln that the FY 2016-2017 Annual Moving to Work Plan and Capital Fund Program Five-Year Action Plan are hereby approved for submittal to HUD; and

BE IT FURTHER RESOLVED by the Board of Commissioners that the chairperson of the board is authorized to sign the HUD-required certifications of compliance to be submitted to HUD in conjunction with the FY 2016-2017 Annual Moving to Work Plan and Capital Fund Program Five-Year Action Plan submittal.

Dated this 14<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Orville Jones III, Chair

ATTEST:

  
\_\_\_\_\_  
Larry G. Potratz, Secretary

Form 50900: Elements for the Annual MTW Plan and Annual MTW Report

Attachment B

**Certifications of Compliance**

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 4/1/2016, 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 conducted a public hearing to discuss the Plan and invited public comment.
2. The PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) 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 certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1.
4. 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.
5. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
6. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
7. The PHA will affirmatively further fair housing by examining its programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. 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.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. 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.

- 13. 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.
- 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105( a).
- 15. The PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- 16. 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.
- 17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
- 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- 19. 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).
- 20. 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.
- 21. 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

Chair, Board of Commissioners

Name of Authorized Official

Title



1-14-16  
Date

\*Must be signed by either the Chairman or Secretary of the Board of the PHA's legislative body. This certification cannot be signed by an employee unless authorized by the PHA Board to do so. If this document is not signed by the Chairman or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.

**Appendix B**

**Request for Inspection**

**and**

**Unit Information Form**

**Request for Inspections and Unit Information  
Moving to Work Housing Choice Voucher Program**



Owner:

Thank you for your interest in working with Lincoln Housing Authority to provide affordable housing.

Please complete and return the attached form with your potential tenant.

The form may be mailed, hand delivered, or faxed with the original mailed.

Return the form to:  
Lincoln Housing Authority (LHA)  
5700 R Street  
Lincoln, NE 68505

Fax (402) 434-5502

An inspection of your unit will be scheduled once we receive the completed form. At the time of the appointment our inspector will determine with you if the unit meets minimum Housing Quality Standards (HQS) and if the proposed rent is acceptable within the current market conditions.

If you have any questions about this form, the inspection or the process to participate as an owner with the Moving to Work Housing Choice Voucher program, please feel free to contact the Inspections Department at (402) 434-5522.

## Owner Information Only

### Lease Information

After the unit passes inspection and before LHA can approve the Housing Assistance Payment (HAP) contract with the owner, the owner must provide LHA a copy of the signed lease with the tenant.

The following items are required to be disclosed in the lease.

1. **Contract Rent** (as approved by the inspector).
2. **Address** of the unit including any apartment number.
3. **The term of the lease** must match the HAP contract. The term must be for a 12 month period but not more than 12 months. Example lease starts on 01-15-10, then it must end 12-31-10.
4. **Renewal terms.** Will the lease continue month-to-month or year-to-year?
5. **Utilities.** State what utilities the owner will provide and what utilities the tenant will provide.
6. **Appliances.** State what appliances are provided by the owner such as stove, refrigerator, dishwasher, washer and dryer and etc.
7. **Signatures** by both the tenant and owner/property manager.

The HUD tenancy addendum will be attached to your lease once LHA approves the Housing Assistance Payment contract with you.

### Payment Information

After the unit passes inspection, LHA will mail the owner a Housing Assistance Payment (HAP) contract. The owner will return the signed contract with their signed lease for LHA's approval. Once LHA approves the contract and lease, the payment will be issued to the owner via direct deposit. All Housing Assistance payments made to the owner is reported to the Internal Revenue Service (IRS) as indicated on the W-9 on file with LHA.

Please note: The owner (including a principal or other interested party) cannot be the parent, child, grandparent, grandchild, sister or brother of any member of the family unless LHA has determined (and has notified the owner and the family of such determination) that approving the lease of the unit, notwithstanding such a relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

### Inspection Incentive

Typically, LHA is required to inspect each assisted unit on a yearly basis. The incentive is if your unit passes inspection at the first inspection and does not require additional items to be rechecked at a later date, then LHA will skip the following year's required annual inspection.

Office Use Only

Inspection Date: \_\_\_\_\_  
 Time: \_\_\_\_\_  
 Inspector: \_\_\_\_\_  
 Tenant name: \_\_\_\_\_



P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505  
 Phone: (402) 434-5500 • Fax: (402) 434-5502

**The entire form must be completed and returned.**

**Unit Information**

**Address of Unit to be rented**

Street Address	Apartment #	Zip Code
----------------	-------------	----------

**What are you proposing to charge for rent?**

Rent Amount?	Date unit available for inspection?
--------------	-------------------------------------

**Unit information**

# of bedrooms	Year constructed
---------------	------------------

**Unit Type: Check one**

- Apartment     
  Duplex     
  House     
  Town House/Row House  
 Mobile Home     
  Tri-plex

**Who will be responsible to pay for the following utilities?**

The tenant can be responsible any utilities provided to the unit as long as the utility is metered separately from other tenants and common areas.

Check box	Who pays?	Fuel type?
Heating	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<input type="checkbox"/> Natural gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
Cooling	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<input type="checkbox"/> Natural gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
Other Electric	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<input type="checkbox"/> Natural gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
Cooking	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<input type="checkbox"/> Natural gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
Water Heating	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<input type="checkbox"/> Natural gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____
Water/Sewer	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner	
Trash collection	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner	

**Who will be responsible to provide the following appliances?**

Check box	Who provides?	What utility does it use?
Range/Stove	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	<input type="checkbox"/> Gas <input type="checkbox"/> Electric
Refrigerator	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	

**Please check the box, if the owner will provide the following**

- Dishwasher     
  Disposal     
  Washer     
  Dryer     
  Microwave     
  Garage

**Are you related to any household member who will be residing in the unit?**     Yes     No

If yes, how are you related? \_\_\_\_\_

**Is this unit federally subsidized by another program?**     Yes     No

If yes, check the box that indicates the type of subsidy.

- Home                     
  Section 202             
  Section 221(d)(3)(BMIR)     
  Tax Credit  
 Section 236 (Insured and noninsured)     
  Section 515 Rural Development  
 Other \_\_\_\_\_

**Indicate the number of units in the building or apartment complex**   

(If 5 or more units, please complete the following comparison.)

Provide three (3) comparisons of contract rent for any "unassisted" units that are similar to the unit listed above, i.e. same bedroom size, and located within the same premise. Start with comparable units with lowest rent first.

Address and unit number	Rent amount	Date lease/rent started



Please note that LHA has not screened the family's behavior or suitability for tenancy. Screening is the owner's own responsibility.

**Tenant and Owner Representative: By signing this form, you certify the information given to Lincoln Housing Authority is accurate and complete to the best of your knowledge and belief.**

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address (street address, city, state and zip)		Present Address of Family (street address, apartment no., city, state, & zip)	
Telephone	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)
Owner or property manager Email address			

Attention Owner/Manager- Check Proceeds will be reported to the IRS as indicated on the W-9 on file with LHA. Please complete the following as it appears on the W-9 on file with Lincoln Housing Authority.

<b>Owner Name:</b>
<b>Owner Social Security Number or Federal ID number:</b>

**ESTIMATE ONLY!**

If Rent is equal to or exceeds \$ \_\_\_\_\_ (target rent) then the Maximum Payment from LHA will be \$ \_\_\_\_\_.

Final payment determination is made after contracts are approved by LHA.

Tenant Information	Office Use Only
Tenant/Applicant name _____	#SSN _____
_____ Voucher BR Size	_____ Family Size
Minors under 6 years old: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Next Annual Re-exam to be completed by _____	
Housing Representative _____	Payment Standard _____ Target rent _____

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards  
- Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

**Owner please complete with tenant or provide a copy of your lead-based paint disclosure statement.**

**Non-applicable** - Unit was built after 1978 (If you checked box, skip to Certification of Accuracy Section)

**Lessor's (Owner) Disclosure (Owner initial where applicable)**

Initial \_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
 Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Initial \_\_\_\_\_ (b) Records and reports available to the lessor (check one below):  
 Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
 Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's (Tenant) Acknowledgment (Tenant initial where applicable)**

Initial \_\_\_\_\_ (c) Lessee has received copies of all information listed above.

Initial \_\_\_\_\_ (d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgment (Agent initial if applicable)**

Initial \_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor (Owner) \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Tenant) \_\_\_\_\_ Date \_\_\_\_\_

## **Appendix C**

### **LHA Request and HUD Approval Letters**

#### **Regarding**

#### **VASH under MTW**



**Commissioners:**  
 Orville Jones, III, Chair  
 Dallas McGee, Vice Chair  
 Jan Gauger  
 Georgia Glass  
 Joy Ward

**Executive Director**  
 Larry G. Potratz

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

September 8, 2011

Milan Ozdinec, Deputy Assistant Secretary  
 U.S. Department of Housing and Urban Development  
 Office of Public Housing and Voucher programs  
 451 7<sup>th</sup> Street, SW  
 Washington, DC 20410

**SUBJECT:** MTW flexibility for VASH participants

Dear Mr. Ozdinec:

The Housing Authority of Lincoln, Nebraska is proposing to operate the HUD Veterans Affairs Supportive Housing (VASH) program in accordance with our approved Moving to Work (MTW) standard agreement. Based on the success of our MTW policies, we would like to expand them to VASH participants.

The following table is a summary of LHA's MTW initiatives for the voucher program, along with our assessment as to whether or not the veteran would benefit from the MTW policy and if the policy has a conflict with VASH program policies.

MTW Initiative	VASH appropriate	In conflict with VASH policies
1. Coincide inspection due dates with annual re-exam dates. Biennial inspections for units that pass HQS at first inspection visit.	Veterans and VA case managers would benefit through the reduction in administrative work. It is easier to case manage when the inspections and annual re-examination dates coincide. Veterans and their landlords should be rewarded for maintaining their units to meet HQS standards.	
2. Biennial re-examinations for elderly and disabled	Veterans and VA case managers would benefit by the reduced administrative work and redundancy of meeting with PHA worker. Most VASH households are disabled thus this policy would reduce the veteran's PHA office visits to one in a two year period.	

<p>3. Asset Income and verifications- self-certification for assets under \$5,000 and assets over \$5,000 calculated at 2% of the face value</p>	<p>Veteran would benefit from the reduced verification standards as eligibility decisions could be completed faster.</p>	
<p>4. Verifications- Accepting the last issued Social Security statement rather than requiring statement to be issued within 60 days.</p>	<p>Veteran would benefit from the reduced verification standards as eligibility decisions could be completed faster.</p>	
<p>5. Earned Income Disregard, imputed welfare income and student earned income exclusions.</p>	<p>Veteran households tend to not be impacted by these policies.</p>	
<p>6. Standard utility allowance designated by bedroom size only. No utility reimbursements issued.</p>	<p>Veterans and VA case managers would benefit from the policy simplification by understanding how to locate more affordable units. Tenant rent portions would reduce for some veterans, specifically for those who reside in units where utilities are included in the rent.</p>	
<p>7. TTP calculated at 27% of gross income</p>	<p>Veteran would benefit as this would reduce the TTP of all current veteran households.</p>	
<p>8. Maximum initial rent can not exceed 50% of monthly adjusted income.</p>	<p>Veterans would benefit through more housing choice opportunities.</p>	
<p>9. 90 day delay in interims for reducing employment income without good cause.</p>		<p>Exempt VASH participant from the policy as they are working in a self sufficiency program with the VA case manager.</p>
<p>10. Income targeting will not be used in new admissions.</p>		<p>Not applicable- VA referrals controls the new admissions selection.</p>
<p>11. Restricted Portability</p>		<p>Not applicable- VASH has it's own set of portability restrictions.</p>

<p>12. Minimum Rent of \$25</p>		<p>Exempt- Veteran would be eligible for the hardship clause.</p>
<p>13. Minimum Earned Income- work requirement of 25 hours per week @ minimum wage for adults who do not qualify for exemption.</p>		<p>Exempt VASH participant from the policy as they are working in self sufficiency program with VA case manager.</p>

As noted in the table above, most of the initiatives would not conflict with the regulations or the intentions of the VASH program. Rather, these MTW initiatives would actually make the program administration more efficient for our agency and the Veteran's Affairs (VA) plus benefit the veteran served by the Lincoln Housing Authority (LHA). LHA has reviewed the above policy changes with the VA case manager and Program Coordinator who also support the proposed policy changes.

LHA is also requesting to submit all HUD-VASH participant 50058 records via the MTW-50058 to ensure all 50058 records are accepted and recorded properly in the PIH information Center (PIC) system.

We want to assure your office that LHA would at all times follow any and all applicable rules that are specific to the VASH program such as administering the program in accordance with HUD-VASH operating requirements, maintaining separate tracking of all HUD-VASH funds, using special program codes in the PIC system and continuing to report HUD-VASH separately from MTW vouchers. If you have any questions about this proposal please feel free to contact Seanna Collins, Tenant Based Housing Manager at (402) 434-5505 or [seanna@l-housing.com](mailto:seanna@l-housing.com).

Thank you for considering our request. We look forward to hearing back from you so we may start implementing these activities for our veterans as soon as possible.

Sincerely,



Larry G. Potratz  
Executive Director

.cc Emily Cadik, MTW HUD Coordinator  
Michael Dennis, HUD Headquarters  
Laure Rawson, HUD Headquarters  
Phyllis Smelkinson, HUD Headquarters



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

ASSISTANT SECRETARY FOR  
PUBLIC AND INDIAN HOUSING

September 21, 2011

Mr. Larry G. Potratz  
Executive Director  
Lincoln Housing Authority  
P. O. Box 5327  
5700 R Street  
Lincoln, NE 68505

Dear Mr. Potratz:

On September 8, 2011, you submitted a request on behalf of the Lincoln Housing Authority (LHA) to establish alternative requirements to Section i. of the *Implementation of the HUD-VA Supportive Housing Program (Operating Requirements)* published in the Federal Register on May 6, 2008. This request included all Moving to Work (MTW) provisions that apply to the voucher program.

Section i. of the Operating Requirements states that HUD-Veterans Affairs Supportive Housing (HUD-VASH) vouchers must be administered in accordance with the Operating Requirements and are not eligible for fungibility under MTW agreements. Also, HUD-VASH vouchers must be reported on separately from vouchers under the agency's MTW Agreement.

Specifically, LHA requested to operate its 60 HUD-VASH vouchers in accordance with all applicable provisions of its MTW Agreement. LHA believes that administering all HUD-VASH vouchers in accordance with its MTW Agreement would simplify administration of the program and benefit the veterans.

In reviewing LHA's request, the standard applied is a straightforward one: HUD-VASH assistance must always be administered in accordance with the Operating Requirements, the statutory provisions governing this assistance (in particular, the requirements contained in the applicable Appropriations Act), and any other HUD-VASH voucher requirements (i.e., any supplemental requirements that are established in addition to those stated in the Operating Requirements). If a MTW Agreement provision is inconsistent with the HUD-VASH requirements, the latter requirements prevail with respect to administration of these vouchers.

LHA completed an assessment of 13 MTW initiatives that would be applied to the HUD-VASH voucher program. The Department agrees with LHA's assessment that the initiative would either benefit the veteran or not be applied. Therefore, it has been concluded that LHA's MTW initiatives do not conflict with the HUD-VASH voucher requirements (particularly those involving eligibility, admission and continued assistance for HUD-VASH veterans). Given this determination, and the fact that it should have no adverse impact on HUD-VASH families since hardship exemptions are provided, LHA may administer HUD-VASH vouchers under the MTW voucher provisions.

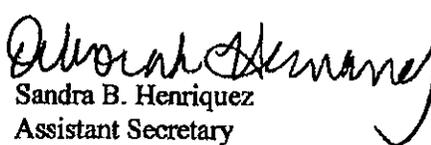
The approval to allow LHA to administer its HUD-VASH vouchers in accordance with its MTW Agreement does not extend to HUD-VASH program funding. HUD-VASH voucher funding is not eligible for fungibility and the funds must be accounted for separately in the Voucher Management System (VMS).

Please note that in accordance with Sections II.i. and III of the Operating Requirements, MTW agencies are required to use the regular form HUD-50058 for HUD-VASH families when reporting into the Public and Indian Housing Information Center (PIC), not the form HUD-50058 MTW. At your request, since LHA will be operating its HUD-VASH program in accordance with its MTW Agreement, LHA may report these families on the form HUD-50058 MTW since the rent calculations would be rejected on the regular form HUD-50058.

Your HUD-VASH program will be monitored through PIC reporting, VMS and information provided by the Department of Veterans Affairs. HUD reserves the right to withdraw or modify this approval at any time if, in HUD's determination, the MTW alternative requirements are having a negative impact on the veterans receiving assistance under the HUD-VASH program.

Should you wish to discuss this matter further, please contact Phyllis Smelkinson, Housing Program Specialist, Housing Voucher Management and Operations Division, at (202) 402-4138.

Sincerely,

*For*   
Sandra B. Henriquez  
Assistant Secretary



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

RECEIVED  
LINCOLN HOUSING AUTHORITY

OFFICE OF PUBLIC AND INDIAN HOUSING

JUL 17 2015

15 JUL 23 AM 10:38

Mr. Larry G. Potratz  
Executive Director  
Lincoln Housing Authority  
P. O. Box 5327  
Lincoln, NE 68505-2332

Dear Mr. Potratz:

On June 22, 2015, you submitted a request on behalf of the Lincoln Housing Authority (LHA-NE002) to waive certain requirements under the Housing Choice Voucher (HCV) program so that the HUD-Veterans Affairs Supportive Housing (VASH) program could comport with the LHA's Moving to Work (MTW) Agreement. Section II (*Special Rules for the HUD-VASH Voucher Program*) of the *Implementation of the HUD-VASH Program* (Operating Requirements) published in the Federal Register on March 23, 2012, allows for alternative requirements necessary for the effective delivery and administration of these vouchers. Section II.j. (*MTW Agencies*) states that HUD-VASH vouchers must be administered in accordance with the Operating Requirements and are not eligible for fungibility under a public housing agency's MTW Agreement.

In reviewing your request, the standard applied is a straightforward one: HUD-VASH assistance must always be administered in accordance with the Operating Requirements, the statutory provisions governing this assistance (in particular, the requirements contained in the applicable Appropriations Act), and any other HUD-VASH voucher requirements (i.e., any supplemental requirements that are established in addition to those stated in the Operating Requirements). If a MTW Agreement provision is inconsistent with the HUD-VASH requirements, the latter requirements prevail with respect to administration of these vouchers.

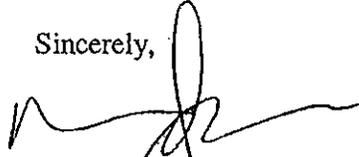
By way of background, on September 21, 2011, the Department approved 13 MTW initiatives for the LHA's HUD-VASH program. The LHA requested to add a new MTW provision that was approved and effective July 1, 2015. This initiative is called the "Landlord Incentive Housing Assistance Payment (HAP)." Through this initiative, the LHA will reimburse a new landlord for a portion of the additional business expenses created by the HCV program through a one-time additional HAP of \$150 when a new HAP contract is executed with the LHA.

In reviewing this request, HUD has determined that this approved MTW provision does not conflict with the HUD-VASH voucher requirements (particularly those involving eligibility, admission and continued assistance for HUD-VASH veterans). Therefore, the LHA may apply this provision of its MTW agreement.

Your HUD-VASH program will be monitored through PIC reporting, VMS and information provided by the Department of Veterans Affairs. HUD reserves the right to withdraw or modify this approval at any time if, in HUD's determination, the MTW alternative requirements are having a negative impact on the veterans receiving assistance under the HUD-VASH program.

Should you wish to discuss this matter further, please contact Phyllis Smelkinson, Housing Program Specialist, Housing Voucher Management and Operations Division, at (202) 402-4138 or by email at Phyllis.A.Smelkinson@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Milan M. Ozdinec', written over a circular stamp or seal.

Milan M. Ozdinec  
Deputy Assistant Secretary  
for Public and Indian Housing

## **Appendix D**

### **Capital Fund Program**

# **Original Annual Statement/Performance & Evaluation Report**

**NE26P002501-16**

Note: This section of the Appendix contains form HUD-50075.1 (07/2014). Those pages that did not contain LHA data have been omitted. The omitted pages were pages 5, 6 and 7 and included an additional page for Part II: Supporting Pages and two pages for Part III: Implementation Schedule for Capital Fund Financing Program.

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part I: Summary		FFY of Grant: 2016 FFY of Grant Approval:	
PHA Name: Housing Authority of the City of Lincoln, Nebraska		Grant Type and Number Capital Fund Program Grant No: NE26P002501-16 Replacement Housing Factor Grant No: Date of CFFP:	
Type of Grant	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Original Annual Statement	<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 <sup>1</sup>
		Original	Obligated
		Revised <sup>2</sup>	Expended
1	Total non-CFFP Funds		
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		
3	1408 Management Improvements		
4	1410 Administration (may not exceed 10% of line 21)	41,581.00	
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs	80,000.00	
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures	94,232.00	
11	1465 Dwelling Equipment—Nonexpendable	140,000.00	
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment	60,000.00	
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities <sup>4</sup>		

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

<b>Part I: Summary</b>		FFY of Grant: 2016	
PHA Name: Housing Authority of the City of Lincoln, Nebraska	Grant Type and Number Capital Fund Program Grant No: NE26P002501-16 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval:	
Type of Grant	<input checked="" type="checkbox"/> Original Annual Statement	<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	
	<input type="checkbox"/> Reserve for Disasters/Emergencies		
<b>Line</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>	<b>Total Actual Cost<sup>1</sup></b>
		<b>Original</b>	<b>Obligated</b>
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant:: (sum of lines 2 - 19)	415,813.00	
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures	226,000.00	
<b>Signature of Executive Director</b>		<b>Signature of Public Housing Director</b>	
<i>[Signature]</i>		<i>[Signature]</i>	
<b>Date</b>		<b>Date</b>	
1/14/2016			

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

Part II: Supporting Pages		Federal FFY of Grant: 2016						
PHA Name: Housing Authority of the City of Lincoln, Nebraska		Grant Type and Number Capital Fund Program Grant No: NE26P002501-16 CFFP (Yes/ No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
HA/Wide	Administration	1410		41,581.00				
HA/Wide	Fees and Costs	1430		5,000.00				
HA/Wide	Capital Needs Assessment	1430		75,000.00				
002 MMA	Replacement of Stoves	1465	120	70,000.00				
002 MMA	Replacement of Refrigerators	1465	120	70,000.00				
002 MMA	Security Cameras	1475		60,000.00				
004 Hansen	Furnace Replacements	1460	24	48,000.00				
006 Pedersen	Attic Insulation	1460	24	24,000.00				
011 A12	Concrete Repairs	1460		4,000.00				
013 F39	Replacement of Air Conditioners	1460	7	14,000.00				
013 F39	Concrete Repairs	1460		4,232.00				

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.

## **Capital Fund Program**

### **Five Year Action Plan**

Note: This section of the Appendix contains form HUD-50075.2 (4-2008). Pages 5 of 6 and 6 of 6 contained no LHA Data and were omitted. The omitted section is: Part III: Supporting Pages—Management Needs Work Statement(s).

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

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

**Part I: Summary**

PHA Name/Number NE002	Locality (City/County & State) Lincoln/Lancaster/NE			Original 5-Year Plan		Revision No:
	Work Statement for Year 1 FFY 2016	Work Statement for Year 2 FFY 2017	Work Statement for Year 3 FFY 2018	Work Statement for Year 4 FFY 2019	Work Statement for Year 5 FFY 2020	
A. Development Number and Name						
B. Physical Improvements Subtotal	Annual Statement 294,232.00	369,232.00	369,232.00	354,232.00	354,232.00	
C. Management Improvements						
D. PHA-Wide Non-dwelling Structures and Equipment						
E. Administration	41,581.00	41,581.00	41,581.00	41,581.00	41,581.00	
F. Other	80,000.00	5,000.00	5,000.00	20,000.00	20,000.00	
G. Operations						
H. Demolition						
I. Development						
J. Capital Fund Financing – Debt Service						
K. Total CFP Funds						
L. Total Non-CFP Funds						
M. Grand Total	415,813.00	415,813.00	415,813.00	415,813.00	415,813.00	

**Part I: Summary (Continuation)**

PHA Name/Number Development Number and Name	Work Statement for Year 1 FFY 2016	Locality (City/county & State)		Original 5-Year Plan		Revision No: Work Statement for Year 5 FFY 2020
		Work Statement for FFY 2017	Work Statement for Year 2 FFY 2018	Work Statement for Year 3 FFY 2018	Work Statement for Year 4 FFY 2019	
			Lincoln/Lancaster/NE			
	<b>Annual Statement</b>					
HA/Wide Administration	41,581.00	41,581.00	41,581.00	41,581.00	41,581.00	41,581.00
HA/Wide Fees & Costs	80,000.00	5,000.00	5,000.00	20,000.00	20,000.00	20,000.00
002 MMA	200,000.00	12,232.00	77,000.00	252,000.00	316,232.00	316,232.00
003 Hail	0	3,000.00	61,000.00	4,000.00	23,000.00	23,000.00
004 Hansen	48,000.00	19,000.00	2,000.00	2,232.00	0	0
005 Larsen	0	3,000.00	69,000.00	26,000.00	0	0
006 Pedersen	24,000.00	3,000.00	63,000.00	4,000.00	0	0
009 P-30	0	213,000.00	62,000.00	8,000.00	0	0
011 A-12	4,000.00	0	1,232.00	0	15,000.00	15,000.00
013 F-39	18,232.00	116,000.00	34,000.00	58,000.00	0	0
<b>Total</b>	<b>415,813.00</b>	<b>415,813.00</b>	<b>415,813.00</b>	<b>415,813.00</b>	<b>415,813.00</b>	<b>415,813.00</b>





# **Annual Statement/Performance & Evaluation Report**

## **Revised Annual Statement**

### **NE26P002501-15 –Revision #2**

Note: This section of the Appendix contains form HUD-50075.1 (07/2014). Those pages that were blank or did not contain LHA data have been omitted. The omitted pages were pages 4, 5, and 6, and included an additional page for Part II: Supporting Pages and three pages for Part III: Implementation Schedule for Capital Fund Financing Program.

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part I: Summary		FFY of Grant: 2015 FFY of Grant Approval:	
PHA Name: Housing Authority of the City of Lincoln, Nebraska		Grant Type and Number Capital Fund Program Grant No: NE26P002501-15 Replacement Housing Factor Grant No: Date of CFFP:	
Type of Grant	Type of Grant		Revised Annual Statement (revision no: 2 )
Line	Original	Revised <sup>1</sup>	Obligated
Summary by Development Account			
Original	Total Estimated Cost	Total Actual Cost <sup>1</sup>	Expended
1	Total non-CFP Funds		
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		
3	1408 Management Improvements		
4	1410 Administration (may not exceed 10% of line 21)	41,581.00	41,581.00
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs	3,000.00	2,029.29
8	1440 Site Acquisition		
9	1450 Site Improvement	52,632.00	60,337.45
10	1460 Dwelling Structures	265,000.00	0
11	1465.1 Dwelling Equipment—Nonexpendable	53,600.00	0
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities <sup>4</sup>		

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

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part I: Summary		FFY of Grant: 2015	
PHA Name: Housing Authority of the City of Lincoln, Nebraska	Grant Type and Number Capital Fund Program Grant No: NE26P002501-15 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval:	
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 30, 2015		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2 ) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost <sup>1</sup>
		Original	Revised <sup>2</sup>
		Obligated	Expended
18a	1501 Collateralization of Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	408,544.00	415,813.00
21	Amount of line 20 Related to LBP Activities		103,947.74
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures	204,000.00	204,000.00
Signature of Executive Director <i>[Signature]</i>		Signature of Public Housing Director	
Date 10/22/2015		Date	

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

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2015				
PHA Name: Housing Authority of the City of Lincoln, Nebraska		Capital Fund Program Grant No: NE26P002501-15 CFFP (Yes/No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
HA/Wide	Administration	1410		40,854.00	41,581.00	41,581.00	41,581.00	
HA/Wide	Fees & Costs	1430		3,000.00	3,000.00	2,029.29	2,029.29	
002 MMA	Landscaping & Irrigation	1450		49,090.00	52,632.00	60,337.45	33,634.10	In progress
002 MMA	Concrete	1460		2,000.00	2,000.00	0	0	
002 MMA	Furniture - Upper Floor Lobbies	1465.1		50,600.00	53,600.00	0	0	
003 Hall	Air Conditioners	1460	23	48,000.00	48,000.00	0	0	
004 Hansen	Furnaces	1460	48	96,000.00	96,000.00	0	0	
004 Hansen	Concrete	1460		5,000.00	5,000.00	0	0	
005 Larson	Attic Insulation	1460	12	7,000.00	7,000.00	0	0	
005 Larson	Air Conditioners	1460	23	46,000.00	46,000.00	0	0	
006 Pedersen	Roofs	1460	12	54,000.00	54,000.00	0	0	
006 Pedersen	Attic Insulation	1460	12	7,000.00	7,000.00	0	0	

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.

# **Annual Statement/Performance & Evaluation Report**

## **Revised Annual Statement**

**NE26P002501-14 Revision #2**

Note: This section of the Appendix contains form HUD-50075.1 (04/2008). Those pages that did not contain LHA data have been omitted. The omitted pages were pages 5 and 6 for Part III: Implementation Schedule for Capital Fund Financing Program.

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part I: Summary		FFY of Grant: 2014 FFY of Grant Approval:	
PHA Name: Housing Authority of the City of Lincoln, Nebraska		Capital Fund Program Grant No: NE26P002501-14 Replacement Housing Factor Grant No: Date of CFFP:	
Type of Grant	Original	Revised <sup>2</sup>	Obligated
Line	Total Estimated Cost	Total Actual Cost <sup>1</sup>	Expended
1	Total non-CFP Funds		
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		
3	1408 Management Improvements		
4	1410 Administration (may not exceed 10% of line 21)	38,289.00	40,854.00
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs	10,000.00	4,538.94
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures	334,610.00	330,152.59
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities <sup>4</sup>		

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

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>		FFY of Grant: 2014	
PHA Name: Housing Authority of the City of Lincoln, Nebraska	Grant Type and Number Capital Fund Program Grant No: NE26P002501-14 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 30, 2015 <input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2 ) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost <sup>1</sup>
		Original	Revised <sup>2</sup>
		Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	382,899.00	408,544.00
21	Amount of line 20 Related to LBP Activities		375,545.53
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures	139,700.00	98,700.00
Signature of Executive Director		Signature of Public Housing Director	
<i>[Signature]</i>		<i>[Signature]</i>	
Date		Date	
10/22/2015			

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

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 06/30/2017

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

Part II: Supporting Pages		Federal FFY of Grant: 2014						
PHA Name: Housing Authority of the City of Lincoln, Nebraska		Grant Type and Number Capital Fund Program Grant No: NE26P002501-14 CFPP (Yes/No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
HA - Wide	Administration	1410		38,289.00	40,854.00	40,854.00	40,854.00	
HA - Wide	Fees & Costs	1430		10,000.00	20,000.00	4,538.94	4,538.94	
002 MMA	Concrete Repair	1460		1,000.00	1,000.00	1,600.00	1,600.00	Complete
002 MMA	Remodel Common Space	1460	1	0	78,470.00	77,594.11	77,594.11	Complete
003 Hall	Concrete Repair	1460		5,000.00	5,000.00	0	0	
003 Hall	Attic Insulation	1460	12	7,000.00	7,000.00	23,575.00	23,575.00	
004 Hansen	Replace Air Conditioners	1460	21	41,000.00	0			Used FY2013 \$
004 Hansen	Slabs & Foundations	1460	1	20,000.00	20,000.00	0	0	
004 Hansen	Concrete Repair	1460		5,000.00	5,000.00	0	0	
005 Larsen	Replace Roofs	1460	4	25,000.00	0			Used FY 2013 & 2012 \$
005 Larsen	Attic Insulation	1460	12	7,000.00	7,000.00	0	0	
005 Larsen	Repair Concrete	1460		5,000.00	5,000.00	0	0	
006 Pedersen	Replace Roofs	1460	12	54,000.00	54,000.00	55,325.00	55,325.00	Complete
006 Pedersen	Replace Air Conditioners	1460	24	48,000.00	48,000.00	48,600.00	48,600.00	Complete

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.



# **Annual Statement/Performance and Evaluation Report**

## **Revised Annual Statement**

**NE26P002501-13 Revision #2**

Note: This section of the Appendix contains form HUD-50075.1 (04/2008). Those pages that did not contain LHA data have been omitted. The omitted pages were pages 5 and 6 for Part III: Implementation Schedule for Capital Fund Financing Program.

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part I: Summary		FFY of Grant: 2013 FFY of Grant Approval:	
PHA Name: Housing Authority of the City of Lincoln, Nebraska		Grant Type and Number Capital Fund Program Grant No: NE26P002501-13 Replacement Housing Factor Grant No: Date of CFFP:	
Type of Grant	<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 30, 2015	<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2 ) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost Revised <sup>1</sup>	Total Actual Cost <sup>1</sup>
		Obligated	Expended
1	Total non-CFP Funds		
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		
3	1408 Management Improvements		
4	1410 Administration (may not exceed 10% of line 21)	38,289.00	38,289.00
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs	27,000.00	2,001.09
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures	325,500.00	342,608.91
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities <sup>4</sup>		

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

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

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>		FFY of Grant: 2013	
PHA Name: Housing Authority of the City of Lincoln, Nebraska		FFY of Grant Approval:	
Grant Type and Number Capital Fund Program Grant No: NE26P002501-13			
Replacement Housing Factor Grant No: Date of CFFP:			
Type of Grant		<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: September 30, 2015 <input checked="" type="checkbox"/> Summary by Development Account		<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Original	Revised <sup>2</sup>	Total Actual Cost <sup>1</sup>
18a			Expended
18ba			
19	2,847.00	0	
20	394,829.00	382,899.00	382,899.00
21			
22			
23			
24			
25	139,000.00	81,827.00	81,827.00
Signature of Executive Director		Signature of Public Housing Director	
<i>[Signature]</i>		<i>[Signature]</i>	
Date		Date	
10/22/2015		10/22/2015	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
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Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
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U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part II: Supporting Pages		Federal FFY of Grant: 2013						
PHA Name: Housing Authority of the City of Lincoln, Nebraska		Grant Type and Number Capital Fund Program Grant No: NE26P002501-13 CFPP (Yes/No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
HA-Wide	Administration	1410		39,482.00	38,289.00	38,289.00	38,289.00	
HA-Wide	Fees & Costs	1430		27,000.00	2,001.09	2,001.09	2,001.09	
002 MMA	Remodel Common Spaces	1460		0	105,167.76	105,167.76	105,167.76	Complete
002 MMA	Concrete Replacement	1460		3,000.00	200.00	200.00	200.00	Complete
002 MMA	Replace Air Handler	1460		65,000.00	0			
003 Hall	Concrete Replacement	1460		3,000.00	0			Used FY 2012 \$
004 Hanson	Concrete Replacement	1460		6,000.00	0			
004 Hanson	Replace Air Conditioners	1460	47	74,000.00	81,827.00	81,827.00	60,970.45	In progress
005 Larson	Replace Roofs	1460	19	75,000.00	83,068.65	83,068.65	83,068.65	Complete
005 Larson	Concrete Replacement	1460		3,000.00	0			Used FY 2012 \$
006 Pedersen	Concrete Replacement	1460		3,000.00	0			Used FY 2012 \$
009 P-30	Concrete Replacement	1460		3,500.00	0			Used FY 2012 \$

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.



## **Appendix E**

### **Resident Advisory Board Minutes**

The Resident Advisory Board will meet in November 2015 and minutes will be inserted prior to submission of the plan to HUD.

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

**LINCOLN HOUSING AUTHORITY**

**Effective February 1, 2016**

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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. LHA shall make its housing units available without regard to actual or perceived sexual orientation, gender identity or marital status. We will treat each individual or family on his or her own merits. An applicant or tenant may file a complaint if LHA fails to comply with the statement of non-discrimination. The complaint must be in writing to LHA within 30 days of the action or inaction by LHA. LHA staff will schedule a meeting 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.
  
- 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. **Code of Conduct.** LHA will maintain compliance with federal and state conflict of interest requirements. The following LHA documents establish our codes of conduct: 1) LHA Procurement Policy; 2) LHA Personnel Policy Manual; 3) LHA Guidelines for Providing

Excellent Customer Service; 4) LHA Fraud Policy.

- F. **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. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (a) A single person, who may be an elderly person, displaced person, disabled person, near elderly person, or any other single person; (b) A group of persons residing together who share income and resources to meet the families needs, and such group includes, but is not limited to: (I) A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family); (ii) An elderly family; (iii) A near elderly family; (iv) A disabled family; (v) A displaced family; and (vi) 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 meet the following definition of family. A Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: A group of persons residing together who share income and resources to meet the families needs, and such group includes, but is not limited to: (a) A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family); (b) An elderly family; (c) A disabled family; (d) The remaining member of a tenant family, and (e) A single person who is an elderly person, a person with disabilities, or the remaining member of a tenant family.
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. 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 50% 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 (a.k.a. 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. If the applicant is a person with disabilities, LHA will consider extenuating circumstances where this would be required as a matter of reasonable accommodation.

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. LHA may prohibit admission for such behaviors regardless of arrest or conviction status. The term "arrest" in this policy refers to any arrest, citation, ticket, charge or conviction by any enforcement authority. 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 drug-related activity involved use or possession, but not production, manufacturing or sale, and 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. This penalty will not be waived or reduced for treatment or other mitigating factors.

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 on the State of Nebraska's sex offender registry. LHA will deem ineligible any applicant who 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; or has any unresolved warrants issued by a law enforcement agency.

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 capable under state law of entering into a legal contract -- at least 18 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;
- (6) Is a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)), and was receiving section 8 assistance as of November 30, 2005; or
- (7) 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 #7, 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 all household members who are U.S. citizens or have eligible immigration status. A copy of a Social Security card or other acceptable verification must be provided prior to housing. Other acceptable verifications include a written statement from the Social Security Administration verifying the name and Social Security number verifying the applicant has applied for a new Social Security card, or an original document from a federal or state government agency which contains the individual's name and social security number along with identifying information of the individual such as address and date of birth.
- I. HUD Computer Matching Systems. LHA will use the Existing Tenant Search in HUD's EIV system prior to housing a tenant in a HUD-subsidized unit.
- J. 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.
- K. 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 Prehousing 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.
    - 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. Such displacement must be recent and continuing; the displacement must have occurred within the last three months of the requested preference. 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, and the displacement must have occurred within the last three months of the requested preference. 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, co-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. Tenants approved for a transfer will be placed on the appropriate waiting list as of the date and time that the transfer request was received or determined to be necessary by LHA. For transfers that take priority over new admissions, LHA will give a transfer preference that will move the transfer tenant to the top of the waiting list.
  - 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, electronic mail 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>	Number of Persons	
	<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 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, Prairie Crossing 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:
- C. Change in Family Composition - Any change in family composition will require an addendum to the lease adding or subtracting a particular party.
  - D. 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.

- E. 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.
- F. 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 (TTP) 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, at which point the tenant will no longer qualify for a Hardship TTP. 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 TTP LHA will charge a family for that unit. If the TTP calculated based on income is greater than the Ceiling Rent, LHA will use the Ceiling Rent as the TTP to determine the Tenant Rent. In that instance, 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 or state minimum wage, whichever is higher. 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 30 days 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.

2. A person who is age 62 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 3<sup>rd</sup> trimester (6<sup>th</sup> month) of pregnancy continuing through six weeks following the end of the pregnancy.
6. An individual who is participating in AmeriCorps, JobCorp, Senior Community Service Employment Program, 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 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 offer self-sufficiency programs and have entered into agreements with and agreed to provide the individual self-sufficiency program plan to the housing authority.

- (a) Nebraska Health and Human Services - Employment First Program
- (b) City of Lincoln Urban Development Department-One Stop Employment \* (Worker Training Programs)
- (c) Homeless Committee- Homeless voucher program
- (d) LHA Family Self Sufficiency Program
- (e) Lincoln Action Program\*

\*The individual or family self-sufficiency plan must be reviewed and approved by LHA on a case by case basis.

- 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.
  - e. Special Needs Trust Asset/Income. Under the Moving to Work agreement, LHA will not implement federal regulations to include a Special Needs Trust as an asset or income. A Special Needs Trust is a trust that is created under State Law for disabled persons who are not able to make financial decisions for themselves. Generally, the assets with the trust are not accessible to the beneficiary . If the income from the trust is paid to the beneficiary on a regular basis those payments will be excluded as income under the MTW policy.
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.

For the purpose of calculating the escrow amounts for families participating in the Family Self-Sufficiency program, LHA will use 90% of gross income as the current adjusted income. This is the equivalent of a standard 10% deduction from gross income and allows a family to earn escrow until the adjusted income is greater than the Very Low Income limit. This adjustment was made because LHA calculates total tenant payment at 27% of gross income, which is equivalent to a 10% standard deduction if calculating TTP using 30% of adjusted gross income.

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 by 2%. Asset income from life insurance policies will be calculated using cash value multiplied by 2%. Real Estate asset income will be calculated based on the equity value multiplied by 2%.

Rental Property Income. LHA will consider rental property owned by the applicant/participant as an asset and income will be calculated by using either 1) the actual income from the asset, or 2) the imputed asset income (face value of the property multiplied by 2%), whichever is greater.

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. Rent Schedule - Crossroads House. See Attachment Three.
- H. 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
New 32	\$ 50 or Total Tenant Payment, whichever greater
Burke Plaza	One Month's Total Tenant Payment
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.

- I. 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).
- J. 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 2<sup>nd</sup> 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 2<sup>nd</sup> and 3<sup>rd</sup> notices as required by HUD Handbook 4350.3.
  4. Public Housing Units Only. For Public Housing Elderly or Disabled Families LHA will conduct the required Annual Re-examination as described above, every two years. LHA will implement this provision immediately for new move-ins and beginning with Annual Re-examinations that would have been effective July 1, 2009. For Elderly or

Disabled Families whose Annual Re-examinations were scheduled to be conducted with effective dates from July 1, 2009 to June 1, 2010, LHA will delay the Annual Re-examination to the following year, and conduct it every two years thereafter. (*Example #1*: LHA conducted the previous Annual Re-examination for an Elderly Family effective July 1, 2008. Therefore the next Annual would have been scheduled to be conducted with an effective date of July 1, 2009. LHA will delay this Annual until July 1, 2010, and then conduct the Annual every two years thereafter. *Example #2*: A Disabled Family moved into a Public Housing unit on March 15, 2009. The first Annual Re-examination would be effective for March 1, 2011, and continue every two years thereafter.) The provision in no way limits LHA from conducting interim re-examinations in accordance with its interim re-examination policy, and does not exempt Elderly or Disabled Families from reporting changes in household composition or other changes in between Annual Re-examinations as required in the interim re-examination policy.

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:

The family must report in writing within thirty (30) calendar days all household composition changes that result in the removal of a household member. 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.

The family must obtain prior written approval from LHA for additional family members, before any new adult member occupies the unit. Prior approval is not required for additions by birth, adoption, or court-awarded custody; however, the family must inform LHA in writing within 30 calendar days. Requests by the family to add additional family members, other than by birth, adoption, marriage or court-awarded custody, will only be approved if they meet all other eligibility criteria. If a new family member is added, all family income including any income of the new family member must be included. In addition, criminal activity, U.S. citizenship and/or eligible immigrant status must be declared and verified.

If the family composition change is not reported within the required time period or the family fails to provide documentation or signatures, it will be considered untimely reporting. Untimely reporting may result in the family being required to sign a repayment agreement or termination of the lease. Any additions not reported within the required time frames will be considered unauthorized household members.

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 reduced or 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. Hardship Provision: The 90 Day rule is not implemented if the employment income was reduced or terminated due the employer's reduction in workforce, or the previously employed family member is elderly, disabled, or qualifies for one of the Minimum Earned Income exemptions (found in Part VII, paragraph 5.a (1-7)) except the self-sufficiency exemption.

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 adjust rent if there is a change in family composition. If the new family member is age 18 or older, all family income,

including income from the new member, will be reviewed to determine the rent amount. If the new family member is age 17 or under, only the income for the new family member must be reported and reviewed to determine any change in rent amount.

- 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 or successful completion or graduation from an approved self-sufficiency or education program. For example, if a tenant is terminated from a self-sufficiency program for failure to cooperate with program guidelines, LHA will conduct an interim review to include Minimum Earned Income in the calculation of Annual Income. If a tenant successfully completes an approved self-sufficiency program or graduates from an education program, the MEI exemption and tenant income will not be re-examined until the next annual re-examination.
- 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. If LHA terminates tenancy for failure to cooperate or for fraud or other misrepresentations, the tenant is ineligible to be placed on any LHA housing program for at least 3 years., and must repay in full any amounts owed prior to being eligible for the waiting list.
- 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. 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.
  
3. Two or More Adult Households.
  - a. Head of the Household may not be absent from household for more than 60 continuous days. 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 an adult to be temporarily absent, and not permanently absent, from the household, if the person intends or reasonably can be expected to return when the purpose of the absence has been accomplished. For example, if a family member is working out of town, but will return to the household to live when the work is completed, this family member would still be considered a part of the household as a temporarily absent household member.
  - c. Absence by all adults. The adult members of the household cannot be absent for more than 60 continuous days. If the adult members 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.
  
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. If the spouse or other adult member leaves, and the family declares in writing that the spouse or other member is permanently absent, LHA will require verification of the move before it will consider them permanently absent and remove them from the lease. LHA will consider a person permanently absent if 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. Protection or Restraining Order obtained by one family member against another.
  6. Proof of incarceration.
  7. 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. Children. Children (age 17 and under) 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.

Non-MTW policy requires enough information is collected to determine the cash value of the asset and actual income. When net family assets are \$5,000 or less, then actual income from the asset is used. When total net family assets are more than \$5,000, the greater of actual asset income or a LHA identified passbook savings rate multiplied by the asset cash value is used.

- (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, 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. Eligibility will be verified through the U.S. Department of Homeland Security's SAVE program in accordance with HUD requirements.

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 existence of the following behaviors by any household member or guest, regardless of the tenant's knowledge of the behavior shall be grounds for denial or termination of assistance. LHA may terminate a lease for such behaviors regardless of arrest

or conviction status. The term “arrest” in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority. 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.
  - a. **Lease Termination.** 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.
  - b. **Treatment.** 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 is no longer engaging in any drug activity and is actively participating 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. Failure to actively participate in or complete the drug treatment program successfully will result in termination of the lease for the entire household.
  - c. **Guests.** 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.
  - d. **Activity Reported by 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 head of household reports the drug activity to LHA by the next annual review, interim or transfer; (b) the adult member arrested is removed from the premises within 30 days of notification by LHA; (c) the arrested household member is removed from the lease for the unit; and (d) the head of household provides verifiable proof of the new residence by LHA’s requested date. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease. 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.

- e. Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in drug activity, but does not participate in or complete an approved supervised drug treatment program as described in paragraph 1(b) of this section, LHA will terminate the lease unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture, or sale; (b) the activity occurs away from the assisted premises; (c) the head of household reports the drug activity to LHA by the next annual review, interim or transfer; (d) the offending adult member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (e) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease. 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.
  - f. Minor Children. If a minor household member (under age 18) engages in drug-related activity on or off of the premises, but does not participate in or complete an approved supervised drug treatment program as described in paragraph 1(b) of this section, LHA will terminate the lease unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture, or sale; (b) the head of household reports the drug activity to LHA by the next annual review, interim or transfer; (c) the offending member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
  - g. Methamphetamine Production. 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 termination of the lease or three 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. LHA will make limited exceptions to this policy in accordance with the following guidelines. If LHA determines that continued occupancy by the assisted household threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, then LHA will terminate the lease without regard to the following limited exception guidelines.
  - a. Guests. LHA will terminate the lease for violent criminal activity on or near the premises of a participant's residence 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 violent 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 any member of the household.
  - b. Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about violent criminal activity by other adult members of the household, LHA will not terminate the lease if (a) the head of household reports the criminal activity to LHA by the next annual review, interim or transfer; (b) the offending member is removed from the premises within 30 days of notification by LHA; (c) the offending member is removed from the lease for the unit; (d) the head of household provides verifiable proof of the new residence by LHA's requested date; and (e) the criminal activity did not occur on or near the premises. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease or three years from completion of the sentence, whichever is later. 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.

- c. Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in violent criminal activity, with or without the knowledge of the head of household, LHA will terminate the lease unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) if aware of the activity through police contacts, court proceedings, media reports or other sources, the head of household reports the drug activity to LHA by the next annual review, interim or transfer; (c) the offending adult member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. 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.
  - d. Minor Children. If a minor household member (under age 18) engages in violent criminal activity, LHA will terminate the lease unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) the head of household reports the criminal activity to LHA by the next annual review, interim or transfer; (c) the offending member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
4. **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. LHA will terminate the lease if any household member is subject to a lifetime registration requirement under any state sex offender registration program, or is registered on the State of Nebraska sex offender registry.
  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 provided 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). For Public Housing, income from assets will be calculated in accordance with Part VII of this policy.

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.

Arrest: The term “arrest” in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority.

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 in 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 Family: A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

Disabled Person or Person with Disabilities: 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 (including co-head), spouse or sole member is a person who 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 one or more Live-in Aides.

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: See Section II.A.

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 (including co-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 live-in aides.

Near-elderly person - Means a person who is at least 50 years of age but below the age of 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 April 1, 2016 Annual Reviews; February 1, 2016 Move-ins)

**Mahoney Manor:**      0 BR                      \$400  
                                 1 BR                      \$500  
                                 2 BR                      \$600

**Turnkey:**            2 BR \$706  
**P30**                    3 BR \$966  
**A12**                    4 BR \$1104  
                                 5 BR \$1281

**F39:**

Unit	BR	Address	Ceiling Rent	Unit	BR	Address	Ceiling Rent
2001	4	4027 NW 54 <sup>TH</sup>	\$794	2021	3	5333 W. WILKINS	\$736
2002	3	5206 W ZEAMER	\$706	2022	2	5430 W. ZEAMER	\$591
2003	3	5212 W ZEAMER	\$706	2023	3	5457 W. ZEAMER	\$706
2004	2	5106 W MATHIS	\$591	2024	3	4030 NW 49 <sup>TH</sup>	\$736
2005	2	4912 W. BENTON	\$591	2025	3	4201 NW 49 <sup>TH</sup>	\$736
2006	4	5030 W. ELBA	\$784	2026	2	4400 NW 49 <sup>TH</sup>	\$621
2007	2	5027 W. KINGSLEY	\$591	2027	2	4406 NW 49 <sup>TH</sup>	\$621
2008	3	5000 W. MCGUIRE	\$736	2028	3	4224 NW 50 <sup>TH</sup>	\$736
2009	3	5007 W. METZGER	\$736	2029	2	3010 NW 52 <sup>ND</sup>	\$591
2010	3	5101 W METZGER	\$736	2030	4	3721 NW 53 <sup>RD</sup>	\$794
2011	4	5106 W METZGER	\$784	2031	4	5321 W VANCE	\$889
2012	3	3521 NW MICHAEL	\$741	2032	3	3827 NW 51 <sup>ST</sup>	\$736
2013	3	5001 W SUPERIOR	\$736	2033	3	5001 W VOSLER	\$706
2014	4	5101 W SUPERIOR	\$784	2034	3	3607 NW 52 <sup>ND</sup>	\$741
2015	3	5121 W SUPERIOR	\$736	2035	2	3110 NW 49 <sup>TH</sup>	\$621
2016	4	5001 W VALE	\$784	2036	3	5301 W LUKE	\$736
2017	4	5007 W VALE	\$784	2037	3	5307 W LUKE	\$736
2018	3	5200 W VANCE	\$736	2038	2	5310 W ZEAMER	\$621
2019	2	4915 W VOSLER	\$591	2039	3	5011 W ZEAMER	\$741
2020	3	5227 W WILKENS	\$736				

**ATTACHMENT TWO**  
**Conventional Unit Rent Schedules**

Arnold Heights: Revised Effective March 14, 2014

2 BR Duplex w/o basement	\$430
2 BR Duplex with basement	\$460
2 BR Duplex with garage	\$450
2 BR Duplex - Large Accessible	\$525
3 BR Duplex w/o basement	\$520
3 BR Duplex with basement	\$550
4 BR Duplex - 2 story	\$570
4 BR Duplex - split level	\$560
3 BR Single Family w/o basement	\$555
3 BR Single Family with basement	\$625
4 BR Single Family	\$665

Northwood Terrace: Revised Effective March 14, 2014

1 BR	\$375
2 BR	\$425
3 BR	\$495

Heritage Square: Revised Effective March 14, 2014

0 BR	\$310
1 BR	\$375
2 BR	\$425
3 BR	\$495

Lynn Creek Revised Effective March 14, 2014

2BR	\$515
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**ATTACHMENT THREE**

Crossroads House Revised Effective July 1, 2014

1 BR	\$447
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**ATTACHMENT FOUR**

Deleted

**ATTACHMENT FIVE**

**Wood Bridge Rent Schedule**

Revised Effective March 14, 2014

	Tax Credit	Market Rent
2 BR/1 BA Apartment - 1 <sup>st</sup> floor	\$495	\$615
2 BR/1 BA Apartment - 2 <sup>nd</sup> floor	\$510	\$630
2 BR/2 BA Apartment - 1 <sup>st</sup> floor	\$525	\$645
2 BR/2 BA Apartment - 2 <sup>nd</sup> floor	\$540	\$660
3 BR Town Homes	\$605	\$785

**ATTACHMENT SIX**

**Summer Hill I Rent Schedule**

Revised Effective March 14, 2014

	Tax Credit	Market Rate
3 BR Townhome Type A & C	\$610	\$820
3 BR Townhome Type B	\$615	\$825

**Summer Hill II Rent Schedule**

Revised Effective March 14, 2014

	Reduced Rent	Market Rate
2 BR Apartment - 1 <sup>st</sup> Floor	\$560	\$680
2 BR Apartment - 2 <sup>nd</sup> Floor	\$575	\$695
3 BR Apartment	\$645	\$795

**ATTACHMENT SEVEN**

**Prairie Crossing Rent Schedule**

Revised Effective March 14, 2014

	High/Low HOME Unit	Tax Credit	Market Rate
1 BR Apartment	\$416	\$450	\$555
2 BR Apartment - center unit	\$531	\$590	\$700
2 BR Apartment - end unit	\$536	\$595	\$705
3 BR Townhome - center unit		\$715	\$845
3 BR Townhome - end unit		\$735	

**SECTION 8  
ADMINISTRATIVE  
PLAN**

**Effective February 1, 2016**

**Approved by LHA Board on  
January 14, 2016**

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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 Equal Access and 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. The Section 8 housing programs are available to all eligible individuals without regard to actual or perceived sexual orientation, gender identity or marital status. We will treat each individual or family on his or her own merits.

An applicant or participant may file a complaint if LHA fails to comply with the statement of equal access to Section 8 housing programs. 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.

**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 or program. 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.. The document is also accessible at LHA's website, [www.l-housing.com](http://www.l-housing.com). A person should call (402) 434-5500 or call TDD (800) 545-1833 ex. 875 to make arrangements to examine the document. A printed copy of the entire document will be provided at the

requestor's expense.

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 U.S. Housing and Urban Development (HUD) and the Immigrations and Naturalization Service 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.

1. LHA Procurement Policy
2. LHA Personnel Policy Manual
3. LHA Guidelines for Providing Excellent Customer Service
4. LHA Fraud Policy

**SECTION I.**  
**APPLICATION PROCEDURES**  
**(982.202)**

- A. Written Application:** Lincoln Housing Authority (LHA) requires persons interested in applying for Section 8 voucher assistance to fully complete, sign and submit a written application. Applications are available at the LHA office, will be mailed upon request and can apply online via LHA's website; [www.l-housing.com](http://www.l-housing.com). 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. 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 and Social Security cards will be requested at application but not required until admissions.

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

- D. Project -based Applications:** In accordance with the Moving to Work agreement, each project-based site will be responsible to accept and maintain tenant applications for the project-based site according to the terms in their specific HAP contract agreement.
- 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 tenant-based voucher programs. For project-based assistance, a separate waiting list will be maintained by the site. Applicants will be advised of all available housing programs including all project-based and tenant-based voucher 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:** The applicant must be capable under the state law of entering into a legal contract. Applicants must be at least 18 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 18, 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](http://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 who are U.S. citizens or have eligible immigration status.
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 applicant must still qualify for the preference on the date LHA selects the applicant from the waiting list.
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:** Tenant-based 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 household will be selected after all other eligible applicants have been selected from the waiting list.

Waiting List Placement for Project-Based assistance: The owners of the contracted project based sites will be responsible to maintain their own waiting list. Placement on the waiting list will be based on the project based voucher agreement with LHA.

Crossroad House Apartment project-based waiting list: For Crossroads House Apartments, eligible applicants will be placed on their site based waiting list according to the date and time of the application. When a vacancy occurs for a project-based unit, the applicants will be selected in according to preference status, the date and time application, regardless of their family status.

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.

**Family Unification Program (FUP) Vouchers:**

For FUP Vouchers, any vouchers designated for families and youth who are referred and certified by a Public Child Welfare Agency known as Nebraska Health and Humans Services (NDHSS) or designated contract, as eligible for FUP assistance will be selected from a separate waiting list specifically for FUP families and youth based on time and date of the application and served on a first-come, first serve basis. Waiting List selections is specifically described in the Family Unification Program Section of this Administrative Plan.

**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 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.

**Project Based Vouchers (PBV):**

The owners of the project based sites will be responsible to maintain their own waiting list. Selections from the their waiting list will be based on the PBV agreement with LHA.

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Crossroad House Apartment project-based waiting list: Eligible applicants, age 55 or older, will be placed on the site-based waiting list according to the date and time of the application. When a vacancy occurs at the Crossroad House Apartments, eligible applicants will be selected according to the date and time of their application, regardless of their family status.

**Rental Assistance for Non-Elderly Persons with Disabilities Program (RANEDP):**

For RANEDP Vouchers, vouchers will be designated for disabled households whose head of the household or spouse is disabled as defined in the definition section of this Administrative Plan and age 61 years or younger. LHA will maintain only one voucher waiting list, when a RANEDP voucher is available for utilization. Only households who meet this definition of non-elderly disabled households 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

**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)

The Lincoln Housing Authority (LHA) will use preferences for the tenant-based vouchers. The project-based voucher preferences may differ from the tenant-based vouchers and are described in the Project-Based Section of this plan.

Tenant Based Voucher Program preference policies are as follows. Lincoln Housing Authority gives a higher priority during the tenant-based 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.

When the head of household or co-head qualify for one (1) or more the following verified primary preferences; Homeless, Disaster, Domestic Violence, or Military then a weight of two (2) points is assigned. If the head of household or co-head qualifies for the secondary preference, Nebraska RentWise certification, then the weight of one (1) point will be assigned. 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.

The head of household or co-head will be permitted to use a preference for the waiting list one-time within a five year period from their last housing assistance termination date.

**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) A family that lacks a fixed, regular and adequate night-time residence; and
  - (b) A 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, other transitional housing, and nursing facilities;
    - (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. Such displacement must be recent and continuing; the displacement must have occurred within the last three months of the requested preference. *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 and the displacement must have occurred within the last three months of the requested preference. 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.

**B. Secondary preference** is listed below.

**RentWise:** The applicant's head of the household or co-head must have completed the Nebraska RentWise educational series. A copy of the RentWise Certificate of Completion is an acceptable form of verification. Once the applicant ( head of household or co-head) is admitted to the voucher program using this preference, they are not eligible to use this preference for future re-admissions to the program.

**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.

**E. Five-year Preference Limitation:** Any head of household or co-head, who was previously admitted to the voucher program administered by Lincoln Housing Authority and utilized any preference stated in segment A may only be granted a waiting list preference if five (5) years have lapsed since the end of their participation with the Housing Choice Voucher program.

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

1. Two or more people who share residency with their income and resources available to meet the family’s needs. They must 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 18 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:** The Head of the Household must be capable under state law of entering into a contract, at least 18 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 proof of their citizenship or eligible immigration status is required for all household members unless they are a non-contending citizen or immigrant. 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; and
  - (c) S.A.V.E verification;
  - (d) Signed verification consent form when USCIS requests secondary verification to be submitted.
  - (e) Other forms of government documentation that can provide proof of name, birth date and citizenship status.

*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:**

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. For tenant-based vouchers, 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 and Project-Based voucher sections 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 Number: A copy of a Social Security card or other acceptable verification must be provided for all eligible household members, regardless of age, within ninety (90) calendar days of request. LHA may grant an additional 90-day period, if there are unforeseen circumstances beyond the family's control that prevents the family from complying with the SSN requirements. If an applicant fails to provide acceptable proof of any eligible household member's social security number within the required time allowed, the applicant will be denied admission to participate in the program and removed from the waiting list. Other acceptable verifications in lieu of a Social Security card are outlined in the Verification section of this plan.

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.

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

When issuing a tenant-based 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. The project based subsidy standards are the same as the tenant-based voucher program except there are no zero bedroom subsidy standards for project-based vouchers.

**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- ( For tenant-based vouchers only: Single non-disabled or non-elderly)
For Project and Tenant-based vouchers:		
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. “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.
  6. **Remaining member** age 18 or over, if otherwise eligible, 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 ( family unit does not include live-in aides or foster children/adults) 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 annual re-exam 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 15<sup>th</sup>. The HAP contract would terminate on September 30<sup>th</sup>.

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 18 years of age:** Participants not 18 years of age, married, or legally emancipated, will not be issued a voucher to transfer out of their current unit.

- (e) **Household that separate:**  
If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, LHA is bound by the court's determination as to which family members will receive rental assistance.
- In the absence of a court decision or mutual agreement by the families, LHA will have the final authority to determine which family members would be best served by continued assistance of housing benefits. Lincoln Housing Authority will consider the following factors to determine which of the families will continue to be assisted:
- (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.
  - (d) 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).
  - (e) If the family splits prior to admission to the program, the designated head of household will maintain the voucher with no other voucher issued to the other household members.
  - (f) If domestic violence was involved in the break-up, the identified victim of domestic violence will be given a voucher.
  - (g) In all other situations that are not identified above, the head of household will retain the voucher only.
- (f) **Remaining household member:** If the remaining household member age 18 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 90 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. Should the family utilize the maximum search time of 180 days, the Request for Tenancy Approval form ( form HUD-52517) or other LHA approved form must be received by the LHA office by no later than the final voucher expiration date. If the Request for Tenancy Approval form is submitted after the final voucher expiration date, the voucher is expired and the family would be required to reapply for voucher assistance.

## C. Reissuing Vouchers:

1. **Term of vouchers:** All vouchers will be reissued at ninety (90) 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:**

In accordance with the Federal Register released on August 20, 2015 (FR-5453-F-02), the term on the family's voucher stops on the day the family submits a request for LHA to inspect and approve the selected unit. The term of the voucher does not restart until LHA notifies the family in writing whether the unit has been approved or denied.

**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.

As authorized on September 8, 2011, LHA will operate the VASH voucher program in accordance with the specifications stated in LHA's Moving to Work (MTW) agreement with HUD. For VASH participants established prior to the MTW authorization on September 8, 2011, they will transition to the MTW policies effective December 1, 2011. For any pre-existing VASH participants who are identified to have an increase in their rent portion due to the modified MTW rent calculation policies effective December 1, 2011, their transition to the MTW rent calculations policies will be delayed until their next annual review or transfer.

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. VASH participants are exempt from the minimum tenant rent policy.
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 and VASH participants admitted to the program prior to September 8, 2011, are eligible to be considered under a Hardship clause 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 by two percent (2%). Asset income from life insurance policies will be calculated using cash value multiplied by two percent (2%). Real Estate asset income will be calculated based on the equity value multiplied by two percent (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.

### 5. **Landlord Incentive Housing Assistance Payment**

Effective July 1, 2015, through the MTW demonstration program, as an incentive for landlords/owners to participate in the Moving to Work tenant-based voucher program, Lincoln Housing Authority will provide the landlord/owner a one-time additional Housing Assistance Payment (HAP) of \$150 upon the execution of the HAP contract for the new unit and tenant. The landlord/owner is not eligible for the \$150 additional HAP payment if the contract is executed for a transfer in units with the same landlord/owner, or if the contract is executed due to a lease renewal or change. The following properties are also excluded from the additional landlord incentive payment of \$150 ; 1) properties managed or owned by Lincoln Housing Authority, or 2) properties receiving Low Income Housing Tax Credits.

**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 or state minimum wage, whichever is higher. 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 30 days 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 62 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 3<sup>rd</sup> trimester (6<sup>th</sup> month) of pregnancy continuing through six weeks following the end of the pregnancy.
- f. An individual who is participating in AmeriCorps, JobCorps, Senior Community Service Employment ( i.e.; AARP, or Green Thumb) 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 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 offer self-sufficiency programs and have entered into agreements to provide individual self-sufficiency program plans to the

housing authority:

- City of Lincoln Urban Development Department-One Stop Employment \* (Worker Training Programs)
- Homeless Committee- Homeless voucher program
- LHA Family Self Sufficiency Program
- Community Action Partnerships\*
- Nebraska Health and Human Services- Employment First Program
- Veterans Affairs Supportive Housing Program
- Matching Grant Program, provided by Catholic Social Services and Lutheran Family Services.

\* The individual or family self-sufficiency plan must be reviewed and approved by LHA on a case by case basis.

2. **Student Income.** Under the Moving to Work agreement, 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. Note: For dependent full-time students ages 18-21, all earned income is excluded in the annual income calculations except \$480.

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. **Asset Income.**

- a) **Special Needs Trusts.** Under the Moving to Work agreement, LHA will not implement federal regulations to include a Special Needs Trust as an asset or income. A Special Needs Trust is a trust that is created under State Law for disabled persons who are not able to make financial decisions for themselves. Generally, the assets with the trust are not accessible to the beneficiary . If the income from the trust is paid to the beneficiary on a regular basis those payments will be excluded as income under the MTW policy.
- b) **Rental Property Income.** In accordance with HUD guidance in the Housing Choice Voucher Guidebook, rental properties are to be considered personal assets and held as investments. Under our Moving to Work agreement, LHA will consider rental property owned by the applicant/participant as an asset and income will be calculated by using either 1) the actual income from the asset, or 2) the imputed asset income ( face value of the property multiplied by 2%), whichever is greater.

6. **Terminated Employment.** Under the Moving to Work agreement, 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. **Hardship Provision:** The 90 day rule is not implemented if the employment income was reduced or terminated due to the employer's reduction in workforce, or the previously employed family member is elderly, disabled, a VASH participant or qualifies for one of the Minimum Earned Income exemptions (found in Section VII, paragraph B.1 (a-g) except the self-sufficiency exemption.

**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:

- (a) 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. 1<sup>st</sup> ( Jan. 8<sup>th</sup> is always the first week)

or

Number of weeks for the current tax year

If it is a partial week then the following table may be used:

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 1<sup>st</sup> 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. After 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. Assets and Imputed Asset income for non-Moving to Work (MTW) programs:**

Non-MTW policy requires that enough information is collected to determine the cash value of the asset and the actual income. When net family assets are \$5,000 or less, then actual income from the asset is used. When total net family assets are more than \$5,000, the greater of 1) actual asset income or 2) the LHA identified passbook savings rate that is multiplied by the asset cash value will be used.

Per PIH notice 2012-29, LHA must establish a passbook savings rate for imputed asset income. Imputed asset income is used when a family has net assets in excess of \$5,000 and the actual income of the assets is lower than the imputed asset income.

Effective February 1, 2016, LHA has established passbook rating of .06% for non-MTW programs. The national savings average as of December 21, 2015 is .06 percent and LHA may establish a passbook savings rate within .75 percent.

**12. 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

The family is required 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 their rent portion and voucher size. LHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, LHA must count the income of a spouse or the head of household if that person is temporarily absent, even if that person is not on the lease.

A determination of when a household member is temporarily absent from the household depends on 1) whether the family member is an adult or child, and 2) whether the household member is the only adult or sole member of the household.

### 1. Children/Dependent

- (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) **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 earned income and all unearned income is 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.

- (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 Household:** When a single parent will be absent for an extended period, LHA will allow with the owner's prior approval, another adult to move into the household to care for the children and the dwelling unit. LHA will continue assistance up to 60 days, as long as the family continues to meet the definition of family and the other adult responsible for the unit meets all other eligibility requirements. The single parent must not be absent from the unit for more than 60 days unless it is for medical reasons such as hospitalization. When the single parent is required to be on an extended absence for medical reasons beyond 60 days, the single parent must provide LHA with a written request to change the designated head of household; and LHA and the owner must approve the other responsible adult to be added to the household. This will allow the family to continue to receive voucher assistance and fulfill the family obligations under the voucher program.

**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.

**3. Two or more Adult Households**

- (a) **Head of the Household** may not be absent from the household for more than 60 continuous days. 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. LHA will work with a family to change the designated Head of Household as necessary.
- (b) **Absence by other Adult.** LHA will consider an adult to be temporarily absent , and not permanently absent, from the household, if the person intends or reasonably can be expected to return when the purpose of the absence has been accomplished. For example, if a family member is working out of town, will return to the household to live when work is complete, this family member would still be considered a part of the household as a temporarily absent household member.
- (c) **Absence by all Adults.** The adult members cannot be absent for more than 60 continuous days. If the adult members must leave the household for more than 60 continuous days, the unit will not be considered their principal place of residence. 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.

**4. Sole member of the Household.** The sole member of the household can not be absent from the unit 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 they will be terminated from the program unless the absence is due to 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 sources 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 can not exceed 180 days before LHA will consider the absence permanent.

## 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 and other Adult members:** If the family declares that the spouse or other adult member leaves and the family declares in writing that the spouse or other member is permanently absent, **LHA will require verification of the move before** it will consider them permanently absent and removed from the lease. LHA will consider them permanently absent if one of the following is provided and then must be removed from the lease. The verifications are listed in the order of the most to least preferable form of verification.
  - (a) Lease in their name at another location;
  - (b) Protection or restraining order obtained by one family member against another.
  - (c) Proof of incarceration.
  - (d) Divorce or legal separation.
  - (e) Statements from other agencies such as Health and Human Services;
  - (f) Utility or telephone bills in their name at another location; and
  - (g) At LHA discretion, a statement from the family which includes 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. **Children ( ages 17 or under).** Minor children will be consider absent as declared in writing by the head of household.

## G. Visitors

Any adult not included on the HUD 50058 who lives or stays in the unit on a repetitive basis without LHA's written approval will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address may be considered verification that the visitor is an unauthorized member of the household.

Statements from neighbors and/or the property owner may be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose shall be construed as permanent residence.

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

**H. 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.

## I. 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. For Non-MTW program participants, the deductions will be followed in accordance to the Housing Choice Voucher program regulations.

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 or voucher size which ever is lower. 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 non-MTW vouchers the utility allowance will be determined by bedroom size or voucher size (whichever is lower), tenant paid utilities and type of utility.

Per Section 242 of the 2014 Appropriations Act, the utility allowance for a family shall be the lower of: (1) the family voucher size; or (2) the unit bedroom size. Upon the family request that includes a person with disabilities, the PHA may approve a higher utility allowance if needed as a reasonable accommodation.

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.

### ***Changes in Utility Allowance Schedule***

If there is a change in the Utility Allowance Schedule, the new schedule will be implemented at the participant's next annual re-examination, or on the effective date of a unit transfer or new admission.

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.

**For non-MTW 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 40<sup>th</sup> 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 40<sup>th</sup> and 50<sup>th</sup> 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 in 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.

**Final Fair Market Rents (FMR)** for Housing Choice Voucher Program and Moderate Rehabilitation Single Occupancy Program: Fiscal Year 2016; Published December 11, 2015

Bedroom sz	0	1	2	3	4
	\$470	\$569	\$762	\$1073	\$1285

Effective immediately (January 15, 2016), the following local Payment Standards will be implemented. The payment standard will be implemented immediately ( January 15,2016) for participants with new HAP contracts, or at the next annual re-examination effective April 2016 or later.

**100% FMR**

<b>Bedroom size</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Lot rent</b>
<b>Payment Standard</b>	<b>\$470</b>	<b>\$569</b>	<b>\$762</b>	<b>\$1073</b>	<b>\$1285</b>	<b>\$1477</b>	<b>\$1671</b>	<b>\$305</b>
<b>% of FMR</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

**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. Any 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** verifications and tenant provided documents created by third parties such as pay stubs, bank statements and etc. 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 other 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) :**

Under MTW policy collect enough information to determine the current face value. Only assets that 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.

The Non-MTW program requires that enough information be collected to determine the cash value of the asset and the asset's actual income. When net family assets are \$5,000 or less, then the actual income from the asset is used. When the total net family assets are more than \$5,000, the greater of 1) the actual asset income, or 2) the LHA identified passbook savings rate that is multiplied by the asset cash value will be used.

- (a) Current balance on savings or checking passbooks, bank 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.
  
14. **Social Security numbers**
  - (a) Social Security card; or
  - (b) A written statement from the Social Security Administration verifying the name and Social Security number.; or
  - (c) An original document from a federal or state government agency which contains the individual's name and social security number along with identifying information of the individual such as address, date of birth and etc.

**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, unless otherwise noted in the Moving to Work biennial re-examination policy. re-examinations are conducted on the household's 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. In addition LHA may shorten an annual re-examination date to balance work load or to coincide with other annual functions such as matching with tax credit certification so the both activities occur at the same time.

**Moving to Work (MTW) biennial re-examinations for elderly and disabled households:** Starting April 1, 2009, LHA will conduct re-examinations of an elderly or disabled household at least every two years. An elderly or disabled household is any family where the head, spouse, co-head or sole member is at least 62 years of age or a person with a disability as defined by Social Security Administration.

**Pre-existing program participants** (elderly and disabled households only) : For households issued new vouchers in the MTW Housing Choice Voucher program prior to April 1, 2009 , LHA has established the following policy to transition into the biennial re-examination policy. The transition period for pre-existing participants (elderly and disabled households only) will begin with annual re-examinations effective July 1, 2009 and end June 30, 2010. The next re-examination for all elderly and disabled "pre-existing" households will be conducted on a random selection based on the last digit in their social security number except for MTW 27% hardship households. For existing elderly and disabled VASH program participants whose annual re-examinations were scheduled to be conducted between December 2011 through November 2012, LHA will delay their annual re-examination to the following year, and conduct re-examinations every two years, thereafter.

**Random Selection:** Elderly and disabled households whose last annual re-examination or admission date is effective July 1, 2008 through June 30, 2009 will be selected for their next annual re-examination according to the following random selection process. An elderly or disabled household who is not designated with the 27% hardship and their head of household's last social security number is an odd numbered digit will have their biennial re-examination conducted this next year between July 1, 2009 and June 30, 2010, and every two years there after. Elderly and disabled households whose head of household's last social security number ends with an even numbered digit or if the household was designated with 27% hardship rule (odd or even social security number) will have their re-examination by-passed the first year between July 1, 2009 and June 30, 2010 and conducted the following year and every two years thereafter.

Pre-existing elderly or disabled Head of Household social security number's ending with 1, 3, 5, 7, 9 will have their biennial re-exam conducted in July 2009 through 2010 according to the month the re-examination is due.

Pre-existing elderly or disabled Head of Household social security number's ending with 0, 2,4, 6, 8 and 27% designated hardship households will have their biennial re-exam conducted in July 2010 through 2011 according to the month the re-examination is due.

**Hardship households:** Any elderly or disabled households designated as "hardship" household under the 27% MTW policy with a next re-examination date of July 1, 2009 through June 30, 2010 will have their annual re-examination immediately by-passed for one year, then and completed the following and every two years thereafter. year. For example, July 1, 2009 elderly or disabled household under the 27% hardship rule would have their next annual re-examination completed by July 1, 2010.

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:  
**1<sup>st</sup> Notification letter:** LHA should send to family within a minimum of 90 calendar days prior to anniversary date.  
**2<sup>nd</sup> Notification letter:** LHA should submit to family within 5 working days of family's failure to respond to the request(s) of 1<sup>st</sup> notification letter or the family's failure to complete the requirements of the re-exam with in 10 calendar days.  
**3<sup>rd</sup> letter (termination):** LHA should submit no later than 5 working days from the family's failure to meet the requests on the 2<sup>nd</sup> 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:** The family must report in writing within thirty (30) calendar days all household composition changes that result in the removal of a household member. 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.

### **Increases in Household Composition for Participants**

Before any new adult member occupies the unit, the family must obtain prior written approval from the owner and LHA. Prior approval is not required for additions by birth, adoption, or court-awarded custody; however, the family must inform LHA in writing within 30 calendar days of the birth, adoption, or court-awarded custody.

Requests by the family to add family members will only be approved if they meet all other eligibility criteria. If a new family member age 18 or older is added to the unit, all family income including any income from the new family member must be used in the eligibility and rent determination process. If a new family member is under age 18 then only the income for new family member must be reported and used in the eligibility and rent determination process. In addition, criminal activity, U.S. citizenship and/or eligible immigrant status must be declared and verified for all household members.

If the family fails to report a household composition change timely, or fails to cooperate with the eligibility and rent determination process, it will be considered untimely reporting. Untimely reporting may result in the family being required to sign a repayment agreement or termination of assistance. Any additions not reported within the required time frames will be considered unauthorized household members.

LHA will accept other forms of communication other than writing to accommodate a disability.

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:** Under the Moving to Work demonstration, if a family reports an 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 verify the income decrease and any replacement income that the family will receive. A decrease in the tenant's rent share will only occur if the replacement income is less than the amount of income they have lost. For program participants under the non-MTW voucher program, if a family reports an income decrease, LHA will review with the family all related changes, obtain appropriate verifications and the rent adjustment will be effective the month following the reported decreased in income.

LHA will not lower rent for payments due to a temporary loss of income of one month (30 days) or less duration.

**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.

### **Moving to Work interim policies**

**Minimum Earned Income (MEI) Exemption:** The family will be required to immediately report any changes in their MEI exemptions. LHA will conduct an interim income review if a participant's household member no longer qualifies for an exemption from the Minimum Earned Income policy for any reason other than employment or successful completion or graduation from any approved self-sufficiency program or education program. For example, if a participant is terminated from a self-sufficiency program for failure to cooperate with program guidelines, LHA will complete an income interim re-examination to include Minimum Earned Income in the calculation of Annual Income. If a participant successfully completes an approved self-sufficiency program or graduates from an education program, the MEI exemption and household member's income will not be re-examined until the next annual re-examination.

**90 Day Rule:** If a family member has reduced or terminated employment, LHA will make the rent decrease 90 days after the month the decrease occurred or after all verifications are received, whichever occurs the latest.

**Hardship Provision:** The 90 day rule is not implemented if the employment income was reduced or terminated due to the employer's reduction in workforce, or the previously employed family member is elderly, disabled, a VASH participant or qualifies for one of the Minimum Earned Income exemptions (found in Section VII, paragraph B.1 (a-g) except the self-sufficiency exemption.

3. **Failure to Report Changes Timely:** LHA will conduct an interim re-exams and charge retroactive rent if the participant fails to report changes in writing within the required time frames or caused an unreasonable delay in interim re-examination processing. LHA will accept other forms of communication other than writing to accommodate a disability.

Increases in tenant rent will be effective retroactive to the date it would have been effective had it been reported timely.

Decreases in tenant rent will be effective on the first of the month follow the month the change is verified.

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 (HQS)**  
**(24 CFR 982.401)**

LHA will follow the requirements for minimum housing quality standards as stated in 24 CFR 982.401. Inspectors will use the HUD Inspection form HUD-52580. Under the Moving to Work agreement, LHA will perform all Housing Quality Standard (HQS) inspections including properties owned or managed by LHA.

**A. HQS Variations and Clarifications by LHA:**

1. **Amenities:** If amenities such as dishwasher, garbage disposals, ceiling fans and etc, are present in the unit, they must be in proper working order. In situations where both the tenant and landlord agree to remove an amenity item rather than repair or replacing an amenity item, then rent reasonableness for the unit must be re-evaluated by LHA to determine if the contract rent is still reasonable due to the removal of the amenity item.
2. **Bathroom:** Wall mounted basins must be secured.
3. **Bedroom:** To qualify as a bedroom, the room must be least 70 square feet and have a proper egress window within the Lincoln city code standards, an overhead light and one (1) outlet, or no overhead light and two (2) outlets. Any room can be considered 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) and the area size is at least 70 square feet. At least one bedroom window with egress must be able to open. For a unit with more than one bedroom, there must be bedroom door(s) that open, close and latch for privacy. A “pass through” room will be considered a bedroom if it meets the bedroom criteria listed above which includes having latching doors between the adjoining rooms.

In accordance with the International Residential Code bedrooms must have a ceiling height of not less than 7 feet. For bedrooms with sloped ceilings, at least 50 percent of the required floor area of the room must have a ceiling height of at least 7 feet and no portion of the required floor area may have a ceiling height of less than 5 feet. It should have adequate heat provided by a direct or indirect heat source. A room with a half wall such as a “loft” room is acceptable as a bedroom as long as the room meets all the other bedroom requirements established in this plan and HQS regulations.

4. **Cabinets:** All cabinets must be in proper working order. If cabinet doors and drawers are in place, they must work properly. If cabinet doors or drawers are removed via tenant preference then they must be free of any safety hazard left by the exposed area.
5. **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.
6. **Caulking:** Caulking must be maintained when required to prevent water infiltration.

7. **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.
8. **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.
9. **Ovens:** If an oven is furnished by the landlord, it must be properly working, and an oven handle must be present.
10. **Screens:** Only at initial/lease-up inspection, LHA will require screens, without large holes or cut hazards, for rooms used for living with windows or a patio door that opens.
11. **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*.
12. **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.
13. **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 will be considered a HQS defect.
14. **Water Heater:** Water heater discharge pipe must be 6 to 24 inches from the floor and the diameter must not be reduce (according to Lincoln City Ordinance).
15. **Windows:** The window size requirements must follow Lincoln 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.

- B. Initial/Lease-up Inspections:** Initial inspections will be scheduled at the participant's request as promptly as schedules permit, usually within 5 to 10 business days. Inspections can not be conducted without all utilities in service.

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 unless eligible for the Moving to Work Inspection Incentive.

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. Effective April 1, 2009 under the Moving to Work program, LHA will conduct an annual unit inspection at least once a year by the next re-examination date. The annual inspection may be waived if the unit is eligible under the Moving to Work (MTW) inspection incentive policy. If the household is on a biennial re-examination schedule under Moving to Work policy, the household's unit must still be inspected by the next year's re-examination date even if their annual re-examination is by-passed due to their status as an elderly, disabled or hardship household.

**MTW inspection incentive policy:** The MTW inspection incentive policy provides tenants and owners the opportunity to be rewarded for maintaining their assisted units in 100% Housing Quality Standard (HQS) compliance, by having the required HQS annual inspection by-passed for one year. Starting on or after April 1, 2009, if any annual or initial "pick-up" inspection is conducted and the unit meets 100% HQS compliance at the first inspection, the annual HQS inspection for this unit with the same tenant may be waived for one year. If at any time a unit requires a special inspection the "inspection incentive" is revoked and the unit must have an annual inspection completed by the tenant's next annual re-examination date. Under Moving To Work program, LHA will use an alternate form, Request for Inspections and Unit Information, in lieu of the HUD Request for Tenancy Approval form, HUD-52517.

Under the Mainstream or non-MTW tenant-based voucher programs, LHA will at a minimum conduct inspections at least once every two years from the last inspection date. If at any annual or initial "pick-up" inspection the unit meets 100% HQS compliance at the first inspection, the annual HQS inspection for this unit with the same tenant may be waived for one year. If at any time a unit requires a special inspection the unit will be required to have an annual inspection performed.

When 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. Re-Inspection on required HQS corrections**

LHA must verify that all HQS deficiencies are corrected by the owners and/or tenants in a proper and timely manner. LHA will verify all HQS deficiencies that have been corrected via an onsite unit reinspection for initial occupancy and project-based unit inspections.

Annual or Complaint re-inspections: If an annual or complaint inspection identifies HQS deficiencies, under the guidance of HUD notice PIH 2013-17, LHA has the option to verify that the HQS deficiencies have been corrected through other methods rather than an onsite re-inspection.

At either an annual or complaint re-inspection, LHA will use one of the three following methods to verify that HQS deficiencies corrections have been completed.

1. Conduct an onsite unit re-inspection by LHA or authorized representative;
2. Provide a photo and written certification signed by the tenant and landlord;or
3. Provide a written statement or receipt from a vendor or contractor (not employed by the landlord) proving the deficiency was corrected.

Photo re-inspections: LHA will accept photos to re-check HQS deficiencies identified at annual and complaint inspections when the photo can clearly demonstrate the HQS deficiency item is in program compliance. The photo must be submitted to LHA electronically in a .jpg or .tif format with a resolution of at least 300dpi and accompany a written certification signed and dated by both the tenant and landlord. The written certification shall specifically describe the HQS deficiency item and correction so it can be easily matched with the Inspection HQS Deficiency letter. The HQS deficiency will be considered corrected on the date LHA receives both the sufficient photo and signed certification. LHA does not accept responsibility for electronic mail loss or delay.

LHA will make the final decision on when an onsite re-inspection is necessary to determine that a HQS deficiency has been satisfactorily corrected. The following are examples of HQS deficiencies that cannot be reinspected through photo verification; smoke detectors not

operating properly, exterior or security doors not latching or locking, windows not operating properly, electrical items not operating properly, or insufficient heating or cooling.

#### G. 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) up to 30 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) up to 30 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.

#### **H. Denial of Owner or Property Manager Participation:**

LHA may deny an owner participation from the program when the owner or property manager:

1. The owner has violated obligations under the Section 8 HAP contract; as directed by HUD;
2. the owner has committed fraud, bribery or any other corrupt or criminal act;
3. has a history or practice of non-compliance with Housing Quality Standards;
4. has a history or practice renting units that fail to meet State or local housing codes;
5. has not paid State or local real estate taxes, fines or assessments;
6. has a history or practice renting units to tenants who are disorderly and interfere with the neighbor's right to peaceful enjoyment;
7. has engaged in drug-trafficking;
8. is currently employed by Lincoln Housing Authority. Note: LHA employees who were approved to participate in the voucher program as an owner or property manager prior to February 1, 2014 may continue to participate under any pre-existing HAP contracts, but may not be approved for any new HAP contracts on or after February 1, 2014.;  
or
9. any unsuitable landlord behavior or conflict of interest as determined by LHA.

**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 30<sup>th</sup>. 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 1<sup>st</sup> through April 30<sup>th</sup> and cited for a HQS violation for exterior paint issues .

1. Owners will be sent notification to contact LHA by April 30<sup>th</sup> if they plan to meet the exterior paint HQS requirements.
2. Tenants will be given the option to search for an new unit on May 1<sup>st</sup> if the Owner fails to respond or indicates they do not intended 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. Under the Moving to Work Agreement, LHA will perform all rent reasonableness determinations including properties owned or managed by LHA.

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 with a landlord/tenant written mutual termination agreement until the next 12 month lease term is fully completed. Exceptions will be made for families who are “fleeing for their safety”, have a serious medical condition which requires relocation, or for a reasonable accommodation to a disability. 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.

**B. 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.

**C. 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.

**D. Zero HAP Contract Restrictions**

LHA shall not enter into a new HAP contract when a housing assistance payment can not be made on the behalf of the family. If LHA can not enter into a new contract, the household's participation must be terminated

## 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. If a second repayment is determined, the household may continue to receive housing assistance if the following conditions are met; 1) the second repayment must have occurred at least five (5) years from the first/previous repayment, and 2) the first/previous repayment must be paid in full. If these conditions are not met, the household will be terminated from 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. National Repository of Debts Owed to PHA**

After a family’s program participation has been terminated LHA will report to HUD’s national repository of debts owed to PHAs, any program debts owed by program participants that need to be repaid to LHA and any program terminations that are a result of a tenant’s adverse action.

LHA will provide a notice to all applicants and program participants that all debts owed and adverse terminations are reported to HUD’s national repository.

**E. 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 disallow any specialized housing from 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

### **FSS Escrow**

For the purpose of calculating the escrow amounts for families participating in the Family Self-Sufficiency program, LHA will use 90% of gross income as the current adjusted income. This is equivalent of a standard 10% deduction from gross income and allows a family to earn escrow until the adjusted income is greater than the Very Low Income limit. This adjustment was made because LHA calculates total tenant payment for MTW program participants at 27% of the gross income, which is equivalent to a 10% standard deduction if calculating TTP using 30% of adjusted gross income.

### **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 innovate 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 sub-populations, 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 may include any of the following:

- Denying an applicant to be placed on the waiting list.
- Denying or withdrawing a voucher, refusing to enter into a HAP contract.
- Refusing to approve a lease or enter into a HAP contract.
- 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 may include any of the following:

- Refusing to enter into a HAP contract or approve a lease.
- Terminating housing assistance payments under an outstanding HAP contract.
- Denying a request for a new voucher.
- 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 may deny assistance to applicants or proposed additions to the family and terminate assistance for participants for violations of any of the following family responsibilities:

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. This includes making “side” payments or “under the table” payments to the owner. The applicant or participant will be denied rental assistance for three years from the date of termination/denial action. All debt incurred due to fraudulent actions with LHA must be repaid in full prior to admittance to the waiting list.

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.

If a second repayment is determined, the household may not continue to receive housing assistance if the following conditions are not met; 1) the second repayment must have occurred more than five (5) years from the first/previous repayment, and 2) the first/previous repayment must be paid in full. The household will be terminated from the program for fraudulent actions if the above stated conditions are not met.

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. The family shall not allow guests/unauthorized persons to stay or live in the unit on a repetitive basis without prior approval from the landlord and LHA. The family may not allow the assisted unit's mailing address to be used by others not listed on the lease. LHA may verify all persons receiving mail at the address in question. 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.
- (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.*

2. **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:**

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.

The following is LHA's 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.

(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. LHA may prohibit admission for such behaviors

regardless of arrest or conviction status. The term “arrest” in this policy refers to any arrest, citation, ticket, fine, charge or conviction by any enforcement authority.

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 drug-related activity involved use or possession, but not production, manufacturing or sale, and 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. This penalty will not be waived or reduced for treatment or other mitigating factors.

- 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 registered on the State of Nebraska sex offender registry. 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. LHA will deny the application, if the applicant is fleeing to avoid prosecution, or custody or confinement, for a crime or attempt to a crime or is violating a condition of probation or parole imposed under Federal or State law.
- (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 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. 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. The existence of the following behaviors made by any household member or guest, regardless of the participant's knowledge of the behavior, shall be grounds for termination of assistance. LHA may terminate a voucher housing assistance for such behaviors regardless of arrest or conviction status. The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority. The Lincoln Housing Authority will terminate the household's participation in the program 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) **Program Assistance Termination:** LHA will terminate Section 8 housing assistance for any family or household member who 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 Section 8 housing assistance for any household or household member engaged in drug-related activity on or off the assisted premises.

(b) **Treatment:** 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 is no longer engaging in any drug activity and is actively participating 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. 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.

(c) **Guests:** 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.

- (d) **Activity Reported by 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 continue to provide Section 8 assistance if (a) the head of the household reports the drug activity to LHA by the next annual review, interim or transfer; (b) the adult member arrested is removed from the premises within 30 days of written notification from LHA ; (c) the arrested household member is removed from the lease; and (d) the head of household provides verifiable proof of the new residence by LHA's requested date. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease. 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.
  
- (e) **Children over Age 18:** If an adult household member, who is the child or grandchild of the head or co-head of household, engages in drug activity, but does not participate in or complete an approved supervised drug treatment program as described in paragraph i(b) of this section, LHA will terminate the housing assistance unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture or sale; (b) the activity occurs away from the assisted premises; (c) the head of household reports the drug activity to LHA by the next annual review, interim or transfer; (d) the offending adult member is removed from the premises and lease within 30 days of LHA's notification; and (e) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving assistance for a minimum of three-years from the date removed from the assisted unit's lease. 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.
  
- (f) **Minor Children:** If a minor household member (under age 18) engages in drug-related activity on or off of the premises, but does not participate in or complete an approved supervised drug treatment program as described in paragraph( i)(b) of this section, LHA will terminate the housing assistance for the entire household unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture or sale; (b ) the head of household reports the drug activity to LHA by the next annual

review, interim or transfer; (c) the offending member is removed from the premises and lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving assistance for a minimum of three-years from the date removed from the assisted unit's lease. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

- (g) **Methamphetamine Production**: 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. LHA will deny the application or terminate program participation if the applicant/participant is fleeing to avoid prosecution, custody or confinement for a crime or attempt to a crime which includes unresolved warrants, or is violating a condition of probation or parole imposed under Federal or State law.

LHA will make limited exceptions to this policy in accordance with the following guidelines. If LHA determines that continued occupancy by the assisted household threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, then LHA will terminate the lease without regard to the following limited exception guidelines.

- (a) **Guests**. LHA will terminate Section 8 housing assistance for violent criminal activity on or near the premises of a participant's residence 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 violent 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 any member of the household.

- (b) Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about violent criminal activity by other adult members of the household which occurred on or off the premises, LHA will not terminate the Section 8 housing assistance if (a) the head of household reports the criminal activity to LHA by the next annual review, interim or transfer; (b) the offending member is removed from the premises within 30 days of notification by LHA; (c) the offending member is removed from the lease for the unit; (d) the head of household provides verifiable proof of the new residence by LHA's requested date; and (e) the criminal activity did not occur on or near the premises. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease or three (3) years from completion of the sentence, whichever is later. 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.
  
- (c) Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in violent criminal activity with or without the knowledge of the head of household, LHA will terminate the Section 8 housing assistance unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) if aware of the activity through police contacts, court proceedings, media reports or other sources, the head of household reports the criminal activity to LHA by the next annual review, interim or transfer; (c) the offending adult member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. 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.
  
- (d) Minor Children. If a minor household member (under age 18) engages in violent criminal activity, LHA will terminate the Section 8 housing assistance unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) the head of household reports the criminal activity to LHA by the next annual review, interim or transfer; (c) the offending member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the

offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

- (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 registered on the State of Nebraska sex offender registry.
- (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 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. NOTICE OF TERMINATION OF ASSISTANCE**

When LHA decides to terminate assistance, the family will receive a written notice of the intended action to terminate assistance, which states:

- The reason(s) for the proposed termination,
- the effective date of the proposed termination,
- Provide the family's right, if they disagree, to request an Informal Hearing held before termination of assistance, and
- Provide the date by which a request for an informal hearing must be received by LHA.

#### **Required Evidence for terminations**

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible

evidence includes documentation of police reports or arrest warrants.

### **Other Circumstances**

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, LHA has the discretion to consider all of the circumstances in each case, including the seriousness of the violation. LHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. LHA may also review the family's more recent history and record of compliance, patterns of providing false information and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

In appropriate cases, LHA may permit the family to continue receiving assistance provided that the family member(s) determined to have engaged in the prescribed activities will not reside in the unit. If the violating member is a minor, LHA may consider individual circumstances.

In appropriate cases, LHA may offer the family a stipulated agreement that will contain the terms and conditions for continued assistance. Failure to enter into, or comply with the agreement, shall result in the issuance of a notice to terminate assistance.

- E. 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.
- F. 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. Per Notice PIH 2012-9, should LHA have to terminate families from the voucher program due to a funding shortfall, project-based vouchers, HUD-VASH, NED and FUP families must be the last to be terminated.
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 date 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.  
Per Notice PIH 2012-9, LHA must first issue vouchers to FUP,NED and HUD-VASH families on it's waiting list when it resumes issuing vouchers.

**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. Any information delivered in person must be time and date stamped by LHA staff to be considered delivered. Items placed in the drop box are not considered received until they are time and date stamped by LHA office staff on the following business day.

All reviews and hearings will be held at the LHA office located at 5700 R Street, Lincoln, Nebraska. LHA will maintain all copies of correspondence in the applicant/participant's file.

### **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.

- I. 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.
- D. Non-Cooperation with case management:** Participants or Applicants of the Homeless Program must comply with their case plan and the policies established in the Homeless Voucher Bylaws and Case Management Guidelines or be subject to termination or denial from the Homeless Voucher program. If housing assistance is terminated, a participant may not reapply until one year has passed from the termination, or the anniversary of the lease termination, whichever is longer.

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. Under LHA's current allocation of tenant-based vouchers, the total cumulative number of Moving to Work tenant-based vouchers to be made available for Project-based units will not exceed 80 vouchers . If additional project-based VASH voucher allocations are made available, LHA may submit an application for the new project-based VASH voucher allocations up to 75 VASH vouchers.

### **MOVING TO WORK PROJECT BASED UNITS**

#### **Introduction**

Utilizing the flexibility the Moving to Work (MTW) agreement, LHA intends to establish a Project-Based Voucher (PBV) Program that will serve the needs of the city of Lincoln low-income residents who are in need of housing while also serving the needs of the community.

Under the current MTW Plan, LHA intends to:

1. Collaborate with local developers and non-profit housing providers by creating long-term subsidies by means of project-based vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.
2. Increase the range of options available to low-income households living in high-poverty areas.
3. Designate up to 80 Moving to Work vouchers as project-based from LHA's baseline voucher allocation.
4. Designate up to 75 VASH vouchers as project-based to increase the range of affordable housing units for veterans.
5. Expand the use of project-based vouchers by increasing the permissible percentage of subsidized units in a single development. LHA will allow more than 25% of the units in a development to be project-based when this will result in the preservation of affordable housing and does not result in an increased concentration of low-income families.
6. Utilize project-based vouchers within LHA-owned properties without competitive bid. This utilization of project-based vouchers is intended to maintain or preserve affordable units designated for low income households. LHA will conduct inspections and rent reasonableness determination on LHA owned or managed property in accordance with the annual MTW Plan.

7. Allow for project-specific waiting lists to be maintained by the owners or non-profit providers in compliance with agency standards.
8. Allow unit amendments to the project-based voucher HAP contract beyond the three-year limit. Allow zero HAP tenants to occupy a unit indefinitely and the unit will remain designated as project-based under the HAP contract. If the tenant's income decreases with a voucher the HAP payments will be reinstated.
9. The tenant's rent portion will be calculated using MTW utility allowances; Total Tenant Payment (TTP) minus MTW utility allowance equals tenant's rent portion.

**Goals of Deconcentrating Poverty and Expanding Housing and Economic Opportunities**

- LHA will collaborate with local developers and non-profit housing providers by using Moving to Work Section 8 Housing Choice vouchers as project-based vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.
- LHA will collaborate with local developers and non-profit housing providers by using project-based VASH vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to veterans that will receive supportive services.
- LHA prefers project-based voucher sites to be located in census tracts with poverty rates of less than 20 percent. Census tract areas with poverty rates above 20 percent will be considered when the site will increase the range of quality affordable housing options in the area.

**Annual Review of Project-Based Voucher Program**

Lincoln Housing Authority (LHA) shall review its portfolio of available vouchers each year to establish priorities for the project-based voucher program for the upcoming year and determine the number of vouchers to be issued. LHA shall design an appropriate allocation process consistent with the annually established priorities and total number of vouchers available for the project-based voucher program for that year.

**Qualified Agencies**

Agencies qualified to participate in the project-based voucher program must either be:

1. A non-profit or for-profit entity with a mission to provide housing and supportive services to low-income disabled or elderly families and individuals; or
2. A division of government mandated to provide affordable housing to very low-income families and individuals.

**Selection of Project-based Voucher (PBV) Owner Proposals Selection**

LHA has the option to make project-based voucher funding available from any of these three selection processes; competitive process, other competitive process or through voluntary conversion of properties owned directly or indirectly by the Public Housing Agency.

**The competitive selection** process will require LHA to select owners through a competitive Request for Proposal (RFP) process. Specifically, LHA will advertise when applications will be accepted for Project Based Voucher assistance, a selection committee will be established by the Executive Director and the pre-defined selection criteria established by Executive

Director prior to the advertisement of the RFP will be used in the selection process. This competitive selection process will only be used as a last resort when the other competitive and non-competitive selection processes do not provide affordable housing opportunities.

**The other competitive process** will be used to make funding available in response to a request from owners with housing that is assisted under a federal, state or local government affordable housing assistance, community development or supportive service program that required selection of proposals (e.g. HOME, and LIHTC projects). LHA has a designated application for those sites who wish to be considered through the “other competitive process” format. Applications will be continually accepted and evaluated based on the availability of vouchers. In order to use the “other competitive process”, the original competition should not have used the possibility of future Project Based Vouchers in the original competition process and must have been selected based on the project’s merits at the time of the competition, LHA may select owner proposals without a separate competition process as long as the project was selected under the other program competition within three years of the project based voucher proposal selection date. LHA will require the owner to provide a copy of the approved application from the other program competition.

For project-basing HUD VASH vouchers, LHA will consider Enhanced Use Lease (EUL) sites to qualify for the “other competitive” selection process as described in HUD PIH notice 2014-03. LHA will require the developer to provide written proof that the proposed site is an EUL site and has a site approval to develop the project.

LHA will review and evaluate the Project-based Voucher Owner applications based on the following factors:

1. The project will serve the needs of the city of Lincoln low-income residents who are in need of housing while also serving the needs of the community.
2. The project’s ability to create affordable housing options for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.
3. For VASH project-based vouchers, the project’s ability to create affordable housing for low-income families and individuals targeted to veterans that will receive supportive services.
4. The extent in which the proposal furthers the goal of deconcentrating poverty and expanding housing and economic opportunities.
5. The extent in which project-based voucher assistance will facilitate project feasibility,
6. The project’s ability to comply with the project-based voucher regulations as established in 24 CFR 983.

**Non-competitive process:** LHA may use the Moving to Work Agreement option to voluntarily project-base vouchers in property owned directly or indirectly by this agency without a competitive bid.

### **Site Selection criteria**

The following site selection criteria is required but is not all inclusive:

- Unit rent must be affordable. Rent is considered affordable when the gross rent (contract rent plus utilities) does not exceed the program's established payment standard.
- In accordance with LHA's MTW plan, LHA will give preference to those entities who provide on site-supportive services specifically to serve the chronic and serious mentally ill and/or any property owned or managed by LHA.
- When using VASH vouchers the site must enhance affordable housing opportunities for low-income families and individuals who are veterans.
- Proposed units must fully meet Housing Quality Standards.
- Site must be suitable for facilitating full compliance with fair housing objectives.
- Sites must be able to comply with Environmental and Subsidy Layering Review requirements as established in 24 CFR 983.55.
- The site must promote LHA's goals of deconcentrating poverty and expanding housing and economic opportunities.
- Complies with the Project Based Voucher site selection standards of 24 CFR 983.57.

### **Environmental review**

Project-based voucher projects are subject to environmental review requirements. Prior to execution of a an Agreement to Enter into a Housing Assistance Payments (AHAP) or the Housing Assistance Payment (HAP) Contract, the owner will be required to present evidence that the environmental review has been performed by a qualified entity or, where applicable, documentation that the project is categorically excluded from review under the National Environmental Policy Act (NEPA). The owner will be required to reimburse LHA for any costs associated with obtaining an acceptable environmental review performed by a qualified entity.

### **Services Agreement**

Organizations awarded Project-based vouchers with the preference to serve the chronic and serious mentally ill population must execute an Services Agreement with Lincoln Housing Authority, in which the organization commits to providing specific supportive services to their disabled tenants. LHA will require compliance for any supportive services obligations entered into by the family where supportive services are provided as a condition of residency. LHA will audit and/or require annual progress reports certifying the tenants are in compliance with their Individual Services Plans (ISPs).

## Preferences

### **In-Place Families**

When units are initially awarded project based assistance and the selected unit(s) is occupied, LHA will consider these families "in-place" and be given a selection preference for the now-assisted unit. The family will be scheduled for an intake interview and given the opportunity to demonstrate eligibility for the project-based voucher.

### **Crossroad House Apartments**

Other than the program mandatory "in-place family" preference, no preferences have been designated for the Crossroads House Apartments project-based voucher site.

### **Site Specific Waiting Lists/Vacancy Referrals**

Non-profit and for-profit owners who provide housing and supportive services will be required to establish their own waiting list for project-based units subject to requirements specified in the Housing Assistance Payment contract and/or applicable agency/owner agreements. All new voucher applicants and site eligible families currently on LHA's tenant-based waiting list will be provided notification of the option to have their name placed on all/any open project-based waiting list. LHA may conduct annual audits on the PBV site's waiting list and tenant selection process to ensure the site maintains compliance with all PBV program requirements and any provisions specified in the contract agreement.

**Crossroad House Apartment** project-based waiting list: For Crossroads House Apartments, eligible applicants, age 55 or older, will be placed on their site based waiting list according to the date and time of the application. When a vacancy occurs for a project-based unit, the applicants will be selected in according to in-place preference status, and the date and time of the application, regardless of their family status.

Crossroads House Apartment Unit Offers: One Offer. As a unit becomes 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 owner will offer the available unit to the applicant at the top of the waiting list. The applicant must accept the unit offered or the owner 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. After the applicant has refused two offers, the owner will cancel the project-based voucher application for Crossroads House Apartments.
2. Under certain circumstances the owner may allow the applicant to refuse a unit and remain at the top of the waiting list. If the owner is satisfied that the refusal meets the criteria below, the owner 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, the owner 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:
  - The unit is inappropriate for applicant's disability.
  - The applicant does not need the accessibility features in the unit, and the applicant would be able to reside there only temporarily.

### **Eligibility for PBV Assistance**

Families selected from the site-based waiting list to participate in the MTW or VASH project-based voucher program must attend an intake interview and complete the intake process in order to be determined eligible for the program.

A preliminary eligibility determination will be conducted on-site by the owner or designated staff according to the HAP contract and the signed agreement between the LHA and the owner. The owner is responsible for developing a written tenant selection procedure that are consistent with the purpose of maintaining or improving housing opportunities for very low-income families, and reasonably related to program eligibility and the applicant's ability to fulfill their obligations while under lease.

**Tenant Screening:** Screening for tenant suitability is the responsibility of the site owner. Applicants for the project-based assistance program must meet the same initial eligibility requirements as applicants for the Moving to Work (MTW) tenant-based voucher program, unless otherwise stated in the HAP contract and/or applicable agency/owner agreements.

**For project-based VASH voucher sites,** the applicants will meet the same initial eligibility requirements for the VASH tenant-based voucher program which includes the following the *Housing First* approach.

The Housing First approach means LHA will be limited to consider only the following new admission eligibility requirements for the applicants to the VASH project-based voucher program.

1. Legal Capacity
2. Completion of an Application
3. Income
4. Social Security Number
5. Citizenship or eligible immigration status
6. No household member can be a registered sex offender

### **Ongoing Eligibility**

The owners will also be required to assist participant tenants with completing the annual re-certification process. The owner must schedule an annual on-site interview to assist their clients with the completion of necessary re-certification forms and the gathering of required verifications as stated in applicable agency/owner agreements. The owner must provide LHA with a copy of all of leases for the PBV unit.

Final eligibility and rent portion determinations will be completed by Lincoln Housing Authority staff. File audits may be conducted on regular basis for project-based voucher files.

### **Occupancy Standards**

LHA will apply the same Occupancy Standards in the project-based program as it uses for the tenant-based assistance program unless otherwise stated in the HAP Contract and/or addendums for the specific development.

### **Utility Allowance**

Utility Allowance calculations will be computed for project-based units in the same manner as Moving to Work tenant-based voucher calculations.

### **Inspecting Units/Rent Reasonableness**

HQS Inspections and Rent Reasonableness determinations will be conducted yearly for project-based developments with 100 percent of the project based units inspected annually.

### **Lease Agreement and HAP Contract**

The lease requirements and the execution of the HAP contract will generally be the same in the project-based program as it is for the tenant-based assistance program, unless otherwise stated in the HAP Contract and/or addendums for that specific development.

- 1. Addition of Contract units:** A HAP contract may be amended during the three-year period following the execution of the HAP contract to add additional project-based voucher (PBV) units in the same building or complex.

Under LHA's Moving to Work plan, LHA may allow unit amendments to a project-based voucher HAP Contract beyond the initial three-year limit. The extension for unit amendments will be considered when it is necessary to allow a zero HAP participant to continue to occupy the unit indefinitely, and prevent the tenant's displacement from their current residence.

- 2. HAP Contract Year, Anniversary and Expiration dates:** The initial HAP contract year is calculated from the first day of the first calendar month of the HAP contract term. The annual anniversary date is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where the contract units are placed under HAP contract in stages (different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the date that site was originally placed under contract.

### 3. Rent Subsidy Contracts

Rent subsidy contracts are available up to five (5) years with possibility of extensions for MTW project-based vouchers. If additional project-based VASH voucher allocations are made available, rent subsidy contracts can be established for up to fifteen (15) years for VASH project-based vouchers. All rent subsidy shall not exceed the published payment standards as approved in the LHA Section 8 Administrative Plan.

### 4. Vacancy Loss/Damage Claims

When a project-based unit becomes vacant, LHA will not pay the owner Housing Assistance payments to cover vacancy loss. LHA will not pay the owner for any damages to the unit.

If any project-based contract units have been vacant for a period of 120 days or more since owner notice of vacancy, LHA will give notice to the owner amending the HAP contract to reduce the number of contracts units that have been vacant for such a period. (24 CFR 983.254)

## MOVES

### 1. Overcrowded, Under-Occupied and Accessible units

If after initial tenancy, the family is occupying a unit that is too small based on occupancy/subsidy standards or does not have the accessibility features required to accommodate a disability then family and the owner will be given a proper written 30 day notice to move. LHA will offer the family continued assistance in the following order based on availability; (1) PBV assistance in the same building or project or (2) Tenant-based voucher assistance. **For project-based VASH voucher** units, the tenant-based voucher assistance must come from a VASH designated program.

If after initial tenancy, the family is occupying a unit that is too big based on occupancy/subsidy standards or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, LHA will require the family move by their next annual re-examination effective date. LHA will offer the family continued assistance in the following order based on availability; (1) PBV assistance in the same building or project or (2) Tenant-based voucher assistance. **For project-based VASH voucher** units, the tenant-based voucher assistance must come from a VASH designated program.

### 2. Exit Vouchers/Continued Assistance

After a household has participated in the project-based voucher program for no less than 12 months and is in good standing with LHA and program requirements, the family may move from the project-based assisted unit and retain federal housing assistance under the tenant-based voucher program. If the project based unit offers supportive services, the family must be in compliance with their Individual Service Plan (ISP). Lincoln Housing Authority will provide a tenant-based voucher when funding is available. When funding is not available, the tenant will be given priority once vouchers become available.

Households who leave the project-based voucher program before one year and/or do not meet the requirements or agreements of the program are not eligible for continued assistance.

Under the Moving to Work project-based voucher program, tenants who occupy a project-based unit with zero HAP may continue to occupy their unit indefinitely, and the unit will remain designated as a project-based unit under contract. The HAP would be re-instated for this unit, if the tenant's income decreases, or if a new tenant moves into the unit who qualifies for HAP assistance. After six months of zero HAP, we will discontinue reporting this unit as leased under HUD's VMS and PIC (MTW 50058) systems until HAP is reinstated.

### **HUD-VASH PBV Continued Assistance**

In accordance with HUD notice PIH 2015-10, the following must be implemented when a HUD-VASH family is eligible to move from its HUD-VASH PBV unit and there is no comparable tenant-based rental assistance to offer the family.

- a. If a HUD-VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA may require the family to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days,
- b. If a HUD-VASH tenant-based voucher is still not available after the period of 180 days, the family will be allowed to move with a HUD-VASH voucher but LHA will be required to replace the assistance in the PBV unit with a regular voucher, unless LHA and the owner agree to remove the unit from the HAP contract.
- c. If after 180 days, a HUD -VASH tenant based voucher does not become available and the PHA does not have sufficient funds available in the "regular" HCV program to attach assistance to the PBV unit, the family may be required to remain in the PBV unit until funding becomes available.

#### **d. Family Break-Up**

In the event of a family break-up by divorce or separation, the designated head of household shall decide who remains in the assisted unit and report the change in household composition to LHA in writing. No further subsidy is provided to the departing household members.

If a family member (s) is forced to leave the unit because of actual or threatened violence, LHA will provide the victim(s) of domestic violence the opportunity to receive tenant-based voucher assistance to move for their safety. The victim(s) must verify the circumstances and need for the household members to leave the assisted unit.

### **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 as identified within the Mainstream Program Operating Plan.

**Continued Assistance:** If it is determined at the annual re-examination that a Mainstream family no longer qualifies as a “disabled” household, the family will be offered continued HCV assistance by transferring from the Mainstream Voucher program to the Housing Choice Voucher program, pending funding availability. To complete this voucher transfer, an annual re-exam must be completed implementing the Moving to Work policies.

**Section XXIV.**  
**Veterans Affairs Supportive Housing (VASH) voucher program**

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. LHA will operate VASH vouchers in accordance with specifications of the Moving to Work (MTW) agreement with HUD as authorized on September 8, 2011.

- 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.

## **Family Unification Program Section XXV**

Should Lincoln Housing Authority be designated to receive Housing Choice Vouchers under the Family Unification Program (FUP), this section will describe the administrative policy for this special program. The Family Unification Program will be administered under the Moving to Work policies in accordance to Lincoln Housing Authority's MTW agreement and plan.

### **Fair Housing Addendum**

This addendum outlines the reasonable steps the Lincoln Housing Authority will take to affirmatively further fair housing for classes protected under the Fair Housing Act in regards to Family Unification Program vouchers awarded under FY 2009 HUD Notice of Funding Availability.

Protected classes include race, color, national origin, religion, sex, disability, and familial status. The Lincoln Housing Authority will take reasonable steps which will include, but are not limited to:

- A. Identifying and ensuring certification of FUP eligible families and youth that may be on the PHA's waiting list and ensuring that the family or youth maintain their original position of the waiting list after certification
  1. LHA will accept referrals of families and youth, who are certified by the Public Child Welfare Agency(PCWA) known as Nebraska Health and Humans Services (NDHSS), as eligible for FUP assistance.
  2. Upon receipt of the referral, the names of the certified families and youth will be compared to the existing Housing Choice Voucher (HCV) waiting list. Any matches will be noted on the existing HCV waiting list plus the FUP applicant name will simultaneously be added and maintained on a separate FUP waiting list. This method will assure that a family or youth already on the HCV waiting list at the time of the referral for FUP does not lose a more preferable (higher) position on the existing HCV waiting list.
  3. If a family or youth receives a FUP voucher, they will remain on the Housing Choice Voucher waiting list in accordance to their original date and time of the application. If HCV vouchers are available, applicants will be selected to fill the HCV voucher vacancies based on any preference as established in this plan and on the date and time of the application. A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.
  
- B. Appropriately placing all FUP eligible families and youth referred from the Public Child Welfare Agency (PCWA) on the HCV waiting list in order of first come, first served.
  1. LHA will receive a written referral from the local PCWA, known as Nebraska Health and Human Services (NDHHS), and their designated contractors,

certifying families or youth who are eligible for the Family Unification Program. If no FUP vouchers are available for the eligible families and youth at the time of PCWA referral, a separate waiting list will be maintained specifically for FUP vouchers. Applicants will be selected from the FUP waiting list in accordance to the time and date of the application and served on a first-come, first-serve basis.

2. The eligible FUP families and youth will also be placed on Lincoln Housing Authority's Housing Choice Voucher (HCV) waiting list in accordance to their original date and time of their application.
  3. If the FUP family or youth is already on the HCV waiting list, they will remain on the HCV waiting list in accordance to their original date and time of their application for Housing Choice Voucher assistance. Applicants are placed on the Housing Choice Voucher (HCV) waiting list according to the date and time of the application 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.
  4. If a family or youth receives a FUP voucher, they will remain on the Housing Choice Voucher waiting list in accordance to their original date and time of the application. If HCV vouchers are available, applicants will be selected to fill the HCV vacancies based on any preference as established in this plan and on the date and time of the application. A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.
- C. Informing applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
1. Applicants will be provided information on how to file a fair housing complaint including the information on the Housing Discrimination Hotline and the Federal Information Relay Service.
  2. Applicants will also be provided fair housing information at the time of voucher issuance. Prior to voucher issuance, applicants are required to attend a program briefing where the Lincoln Commission on Human Rights presents information on fair housing and how to protect your rights. Included at this briefing is a packet of materials that will provide information on how to file a fair housing complaint along with the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
  3. At each annual re-examination, program participants will be provided information on how to file a fair housing complaint and the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.

**Section XXVI.**  
**Rental Assistance for Non-Elderly Persons with Disabilities Program**

Should Lincoln Housing Authority be designated to receive Housing Choice Vouchers under the Rental Assistance for Non-Elderly Persons with Disabilities Program (RANEPD), this section will describe the fair housing addendum required for this special program. LHA will administer these vouchers in accordance with the Moving to Work agreement and plan, unless inconsistent with Appropriations Act requirements or the requirements of the funding notice. In the event of a conflict, the requirements of the Appropriation Act and/or funding notice will govern.

**Fair Housing Addendum**

This addendum outlines the reasonable steps the Lincoln Housing Authority will take to affirmatively further fair housing for classes protected under the Fair Housing Act in regards to RANEPD vouchers awarded under FY 2009 HUD Notice of Funding Availability, including any subsequent renewal of these vouchers.

Protected classes include race, color, national origin, religion, sex, disability, and familial status. The Lincoln Housing Authority will take reasonable steps which will include, but are not limited to:

- A. Identifying and ensuring certification of RANEPD eligible families that may be on the PHA's waiting list and ensuring that the families maintain their original position of the waiting list after certification
  
- B. Informing applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
  - 1. Applicants will be provided information on how to file a fair housing complaint including the information on the Housing Discrimination Hotline and the Federal Information Relay Service.
  - 2. Applicants will also be provided fair housing information at the time of voucher issuance. Prior to voucher issuance, applicants are required to attend a program briefing where the Lincoln Commission on Human Rights presents information on fair housing and how to protect your rights. Included at this briefing is a packet of materials that will provide information on how to file a fair housing complaint along with the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
  - 3. At each annual re-examination, program participants will be provided information on how to file a fair housing complaint and the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
  
- C. Where requested by an individual, helping program applicants and participants gain access

to supportive services available within the community but not require eligible applicants or participants to accept such supportive services as a condition of continued participation in the program.

- D. Identifying public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities;
- E. Not denying other housing opportunities to persons who qualify for an HCV under this program other housing opportunities, or otherwise restrict access to PHA programs to eligible applicants who choose not to participate;
- F. Providing housing search assistance (24 CFR Section 8.28(a)(3));
- G. In accordance with rent reasonable requirements, approving higher rents to owners that provide accessible units with structural modifications for persons with disabilities (24 CFR Section 8.28(a)(5); and
- H. Providing technical assistance, through referrals to local fair housing and equality opportunity offices, to owners interested in making reasonable accommodations or units accessible to persons with disabilities.

**Section XXVII.**  
**Special Admission and Enhanced Voucher Program**

When Lincoln Housing Authority is authorized Special Admission or Enhanced vouchers, these vouchers will be administered in accordance with PIH Notice 2001-41, and the policies established in LHA's Moving to Work Agreement and Plan. Special Admission and Enhanced vouchers are authorized when a housing conversion action occurs. Housing conversion actions occur when existing project-based units are converted to unassisted units. In this case, "project-based" refers to various forms of project-based assistance but does not refer to units with project based vouchers.

- A. Voucher Search Time:** Because special admission vouchers are meant for families who are adversely affected by housing conversions, LHA will issue the voucher for a 90 period and extend for an additional 90 days if necessary to locate housing.
- B. Subsidy Standards:** Enhanced vouchers will follow the same subsidy standards as described in the subsidy section of this Administrative Plan, however, a special rule applies to families who live in over-sized units who wish to stay at the property.

**Over-housed household:** If a family, who is staying at the property, is determined to be residing in a unit that exceeds the number of bedrooms for which the family qualifies under the subsidy standards, then the family is over-housed. The family will be required to move to an appropriate-sized unit within the project, if one is available.

- If no appropriate-sized unit is available in the project, LHA will execute a HAP contract for the oversized unit, and the subsidy calculation will continue to be based on the gross rent for the oversized unit until an appropriate-sized unit becomes available.
- When an appropriate-sized unit becomes available, the family must move within 30 days after being notified by LHA.
- If there are more over-housed families in the project than the number of available units than LHA will require non-disabled households to move first and then use a random lottery system to determine which over-housed families will be required to move to the appropriate-sized units as the units become available.
- If a family refuses to move to an available appropriate-sized unit, the normal voucher subsidy formula will be applied in calculating the family's HAP for the oversized unit, and the family becomes responsible for any amount of gross rent not covered by HAP.

**C. Minimum Rent:** The enhanced minimum rent requirement is a special, statutory requirement, detailed in PIH 2001-41 Notice, which only applies to enhanced voucher assistance. The family must continue to pay at least the amount of tenant rent they were paying on the eligibility event date. Enhanced minimum rent only applies to families who remain residing in the project.

**D. HAP Calculations:** The housing assistance payment (HAP) for a family in the project will equal the gross rent for the unit minus the greatest of:

- 27% of gross monthly income;
- applicable enhanced minimum rent;
- \$50 TTP; or
- \$25 MTW minimum tenant rent.

## 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 earnings from employment or self-employment 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.

**Applicant**- The head or co-head who has filed an application for Section 8 housing assistance with Lincoln Housing Authority.

**Arrest**-The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority.

**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.

**Co-head**- An individual in the household who is equally responsible for the lease with the head of household. A co-head is never qualifies as a dependent. A co-head could be a spouse.

**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 has a disability:

1. As defined in 42 U.S.C. 423;
  2. Is determined, pursuant to HUD regulations, to have 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 a nature that the ability to live independently could be improved by more suitable housing conditions; or
  3. Has a developmental disability as defined in 42 U.S.C. 6001
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
  - Does not include a person whose disability is based solely on any drug or alcohol dependence.
  - Means individual with handicaps, as defined in 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**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. For Minimum Earned Income purposes unemployment compensation is considered earned income, while worker's compensation is considered unearned income.

**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.

**Elderly Family-** An elderly family is one whose head, spouse, co-head or sole member is 62 years or older.

**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 includes the following, regardless of the actual or perceived sexual orientation, gender identity or marital status:

- (1) 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.

**Money Follows the Person (MFP)** - The MFP Demonstration Program is an initiative to assist states in their efforts to reduce their reliance on institutional health care ( e.g. nursing homes), while developing community-based long term care opportunities. Funding was awarded to 29 states in the District of Columbia to enable low-income persons with disabilities and the elderly to successfully transition out of health care institutions and into their communities by receiving the needed health-care and social services. The program was enacted by the Deficit Reduction Act of 2005 with more than \$1.4 billion appropriated to HHS for competitive awarding to state Medicaid programs. The MFP funding, as appropriated by Congress, does not fund housing. Hence the partnership with HUD is a critical part of the MFP Demonstration Program's success.

**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.

**Non-Elderly** - Household member who is the head, spouse or sole member and 61 years of age or younger.

**Non-Elderly Disabled Family**- A family does not meet the definition of an elderly family whose head, spouse, or sole member is a person with disabilities.

**Non-Elderly Disabled household**- Non-elderly is where the household member who is head, spouse or sole member is 61 years of age or younger and meet the definition of disable household as defined at 24 CFR Part 5.403; a family whose head, spouse, or sole member is a person with disabilities. May include two or more persons with disabilities living with one or more live-in aides. Does not include those household where only the disabled member is a minor child.

**Nursing Homes and/or other Institutions**- The definition includes intermediate care facilities and specialized institutions that care for the mentally retarded, developmentally disabled, or mentally ill but excludes board and care facilities ( e.g., adult homes, adult day care, adult congregate living). Full definitions can be found under Chapter 2 of Handbook 4600.1 REV-1: Section 232 Mortgage Insurance for Residential Care Facilities.

**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.

**Person with disabilities**- As defined under 24 CFR 5.403.

**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, typically these are felony charges.